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सं. 16]

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No. 16]

NEW DELHI, APRIL 27—MAY 3, 2025, SATURDAY/VAISAKHA 7—VAISAKHA 13, 1947

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

विदेश मंत्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 25 अप्रैल, 2025

का.आ. 646.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, सरकार भारत के दूतावास, बहरीन में श्री मोहन लाल बेनीवाल, सहायक अनुभाग अधिकारी, को अप्रैल 25, 2025 से सहायक कांसुलर अधिकारी के रूप में कांसुलर सेवाओं का निर्वहन करने के लिए अधिकृत करती है।

[फा. सं. टी.4330/01/2025(19)]

एस.आर.एच. फहमी, निदेशक (सीपीवी)

MINISTRY OF EXTERNAL AFFAIRS**(CPV Division)**

New Delhi, the 25th April, 2025

S.O. 646.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Sh. Mohan Lal Beniwal, Assistant Section Officer as Assistant Consular Officer in the Embassy of India, Bahrain, to perform the consular services as Assistant Consular Officer with effect from April 25, 2025.

[F. No. T.4330/01/2025(19)]

S.R.H, FAHMI, Director (CPV)

नई दिल्ली, 28 अप्रैल, 2025

का.आ. 647.—राजनयिक और कंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, सरकार, भारत के प्रधान कंसुलावास, बार्सिलोना में मुलापर्थी अखिलेश, सहायक अनुभाग अधिकारी को अप्रैल 28, 2025 से सहायक कांसुलर अधिकारी के रूप में कांसुलर सेवाओं का निर्वहन करने के लिए अधिकृत करती है।

[फा. सं. टी. 4330/01/2025(18)]

एस.आर.एच. फहमी, निदेशक (सीपीवी)

New Delhi, the 28th April, 2025

S.O. 647.—Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Shri Mulaparthi Akhilesh, Assistant Section Officer in the Consulate General of India, Barcelona as Assistant Consular Officer to perform Consular services with effect from April 28, 2025.

[F. No. T.4330/01/2025(18)]

S.R.H, FAHMI, Director (CPV)

कृषि एवं किसान कल्याण मंत्रालय**(कृषि अनुसंधान एवं शिक्षा विभाग)**

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 648.—केन्द्रीय सरकार, कृषि एवं किसान कल्याण मंत्रालय, कृषि अनुसंधान एवं शिक्षा विभाग, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में भाकृअनुप- भारतीय मक्का अनुसंधान संस्थान, गांव-चहर, फूड पार्क के पास, लाडोवाल, लुधियाना-141008, पंजाब (भारत) को, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

[फा. सं. 13-05/2020-हिन्दी]

एस. के. उपाध्याय, अवर सचिव

MINISTRY OF AGRICULTURE AND FARMERS WELFARE**(Department of Agricultural Research and Education)**

New Delhi, the 23rd April, 2025

S.O. 648.—In pursuance of sub-Rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rules 1976, the Central Government, Ministry of Agriculture & Farmers Welfare, Department of Agricultural Research & Education hereby notifies the ICAR – Indian Institute of Maize Research, Village Chahar, Near Food Park, Ladhawal, Ludhiana-141008 Punjab (India), where more than 80% of staff have acquired the working knowledge of Hindi.

[F. No. 13-05/2020-Hindi]

S. K. UPADHYAY, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय
(दंत शिक्षा अनुभाग)

नई दिल्ली, 24 फरवरी, 2025

का.आ. 649—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय दंत परिषद के परामर्श के पश्चात्, एतद्द्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :—

श्री बांके बिहारी डेंटल कॉलेज एंड रिसर्च सेंटर, गाजियाबाद, के एमडीएस छात्रों के संबंध में अटल बिहारी वाजपेयी चिकित्सा महाविद्यालय, लखनऊ द्वारा प्रदान की गई दंत चिकित्सा डिग्री की मान्यता से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 155 के पश्चात् निम्नलिखित क्रम संख्या और प्रविष्टियों में, निम्नलिखित प्रविष्टियां अंतः स्थापित की जाएगी, अर्थात्:

156. अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ	श्री बांके बिहारी डेंटल कॉलेज एंड रिसर्च सेंटर, गाजियाबाद	
	कंजर्वेटिव डेंटिस्ट्री और एंडोडॉण्टिक्स (5 सीटों के साथ, यदि 10.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (कंजर्वेटिव डेंटिस्ट्री एंड एंडोडॉण्टिक्स) अटल बिहारी वाजपेयी मेडिकल यूनिवर्सिटी, लखनऊ
	प्रोस्थोडॉण्टिक्स और क्राउन एंड ब्रिज (5 सीटों के साथ, यदि 10.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (प्रोस्थोडॉण्टिक्स और क्राउन एंड ब्रिज) अटल बिहारी वाजपेयी मेडिकल यूनिवर्सिटी, लखनऊ

[फा. सं. वी.12017/07/2024-डीई]

अमित कुमार, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE
(Dental Education Section)

New Delhi, the 24th February, 2025

S.O. 649.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

In Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) after the serial No. 155, in the following serial number and entries pertaining to recognition of Dental Degrees awarded by **Atal Bihari Vajpayee Medical University, Lucknow** in respect of MDS students of **Shree Bankey Bihari Dental College & Research Centre, Ghaziabad**, the following entries shall be inserted, namely:

156. Atal Bihari Vajpayee Medical University, Lucknow	Shree Bankey Bihari Dental College & Research Centre, Ghaziabad	
	Conservative Dentistry & Endodontics (with 5 seats, if granted on or after 10.10.2024)	MDS (Conservative Dentistry & Endodontics) Atal Bihari Vajpayee Medical University, Lucknow
	Prosthodontics and Crown & Bridge (with 5 seats, if granted on or after 10.10.2024)	MDS (Prosthodontics and Crown & Bridge) Atal Bihari Vajpayee Medical University, Lucknow

[F. No. V.12017/07/2024-DE]

AMIT KUMAR, Under Secy.

नई दिल्ली, 4 मार्च, 2025

का.आ. 650.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय दंत परिषद के परामर्श के पश्चात, एतद्द्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :—

आई.टी.एस डेंटल कॉलेज, हॉस्पिटल एंड रिसर्च सेंटर, ग्रेटर नोएडा, उत्तर प्रदेश के एमडीएस छात्रों के संबंध में अटल बिहारी वाजपेयी चिकित्सा महाविद्यालय, लखनऊ द्वारा प्रदान की गई दंत डिग्री की मान्यता से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग- I में क्रम संख्या 156 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में, निम्नलिखित प्रविष्टियां अंतः स्थापित की जाएगी, अर्थात्:

आई.टी.एस डेंटल कॉलेज, हॉस्पिटल एंड रिसर्च सेंटर, ग्रेटर नोएडा, उत्तर प्रदेश	
कंजर्वेटिव डेंटिस्ट्री एण्ड एंडोडॉन्टिक्स (5 सीटों के साथ, यदि 10.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (कंजर्वेटिव डेंटिस्ट्री एण्ड एंडोडॉन्टिक्स) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ

*आई.टी.एस. डेंटल कॉलेज, हॉस्पिटल एवं रिसर्च सेंटर, ग्रेटर नोएडा, उत्तर प्रदेश के संबंध में अधिसूचना संख्या V.12017/07/2024-DE दिनांक 24.02.2025 को इस अधिसूचना के जारी होने की तारीख से सभी उद्देश्यों के लिए शून्य और अमान्य माना जाएगा।

[फा. सं. वी.12017/07/2024-डीई]

अमित कुमार, अवर सचिव

New Delhi, the 4th March, 2025

S.O. 650.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

In the existing entries of column 2 & 3 against Serial No. 156, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Atal Bihari Vajpayee Medical University, Lucknow** in respect of MDS students of **I.T.S Dental College, Hospital & Research Centre, Greater Noida, U.P** the following entries shall be inserted, namely:

I.T.S Dental College, Hospital & Research Centre, Greater Noida, U.P	
Conservative Dentistry & Endodontics (with 5 seats, if granted on or after 10.10.2024)	MDS (Conservative Dentistry & Endodontics) Atal Bihari Vajpayee Medical University, Lucknow

*Notification No. V.12017/07/2024-DE dated 24.02.2025 in respect of I.T.S Dental College, Hospital & Research Centre, Greater Noida, U.P may be considered null and void for all purposes from the date of issue of this notification.

[F. No. V.12017/07/2024-DE]

AMIT KUMAR, Under Secy.

नई दिल्ली, 4 मार्च, 2025

का.आ. 651.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय दंत परिषद के परामर्श के पश्चात, एतद्द्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :—

आई.टी.एस. सेंटर फॉर डेंटल स्टडीज एंड रिसर्च, गाजियाबाद के एमडीएस छात्रों के संबंध में अटल बिहारी वाजपेयी चिकित्सा महाविद्यालय, लखनऊ द्वारा प्रदान की गई दंत डिग्री की मान्यता से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग- I में क्रम संख्या 156 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में, निम्नलिखित प्रविष्टियां अंतः स्थापित की जाएंगी, अर्थात्:—

आई.टी.एस. सेंटर फॉर डेंटल स्टडीज एंड रिसर्च, गाजियाबाद	
पीरियोडोंटोलॉजी (6 सीटों के साथ, यदि 08.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (पीरियोडोंटोलॉजी) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ

*आई.टी.एस. डेंटल कॉलेज, हॉस्पिटल एवं रिसर्च सेंटर, ग्रेटर नोएडा, उत्तर प्रदेश के संबंध में अधिसूचना संख्या V.12017/07/2024-DE दिनांक 24.02.2025 को इस अधिसूचना के जारी होने की तारीख से सभी उद्देश्यों के लिए शून्य और अमान्य माना जाएगा।

[फा. सं. वी.12017/07/2024-डीई]

अमित कुमार, अवर सचिव

New Delhi, the 4th March, 2025

S.O. 651.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

In the existing entries of column 2 & 3 against Serial No. 156, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Atal Bihari Vajpayee Medical University, Lucknow** in respect of MDS students of **I.T.S Centre for Dental Studies & Research, Ghaziabad** the following entries shall be inserted, namely:

I.T.S Centre for Dental Studies & Research, Ghaziabad	
Periodontology (with 6 seats, if granted on or after 08.10.2024)	MDS (Periodontology) Atal Bihari Vajpayee Medical University, Lucknow

*Notification No. V.12017/07/2024-DE dated 24.02.2025 in respect of I.T.S Dental College, Hospital & Research Centre, Greater Noida, U.P may be considered null and void for all purposes from the date of issue of this notification.

[F. No. V.12017/07/2024-DE]

AMIT KUMAR, Under Secy.

नई दिल्ली, 21 मार्च, 2025

का.आ. 652—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार, भारतीय दंत परिषद के परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात्:—

दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 34 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में, दि तमिलनाडु डॉ. एमजीआर मेडिकल यूनिवर्सिटी, चेन्नई, तमिलनाडु द्वारा अधिपरशक्ति डेंटल कॉलेज और अस्पताल, मेलमारुवाथुर के एमडीएस छात्रों के संबंध में प्रदान की गई दंत डिग्री की मान्यता के संबंध में निम्नलिखित प्रविष्टियां डाली जाएंगी, अर्थात्:—

अधिपरशक्ति डेंटल कॉलेज और अस्पताल, मेलमारुवाथुर	
बाल चिकित्सा और निवारक दंत चिकित्सा (3 सीटों के साथ, यदि 25.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (बाल चिकित्सा और निवारक दंत चिकित्सा) दि तमिलनाडु डॉ. एमजीआर मेडिकल यूनिवर्सिटी, चेन्नई, तमिलनाडु

[फा. सं. वी.12025/04/2025-डीई (भाग)]

अमित कुमार, अवर सचिव

New Delhi, the 21st March, 2025

S.O. 652.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

In the existing entries of column 2 & 3 against Serial No. 34, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **The Tamil Nadu Dr. M.G.R Medical University, Chennai, Tamil Nadu** in respect of MDS students of **Adhiparasakthi Dental College and Hospital, Melmaruvathur** the following entries shall be inserted, namely:

Adhiparasakthi Dental College and Hospital, Melmaruvathur	
Pediatric and Preventive Dentistry (with 3 seats, if granted on or after 25.10.2024)	MDS (Pediatric and Preventive Dentistry) The Tamil Nadu Dr. M.G.R Medical University, Chennai, Tamil Nadu

[F. No. V.12025/04/2025-DE(Pt)]

AMIT KUMAR, Under Secy.

नई दिल्ली, 21 मार्च, 2025

का.आ. 653—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार, भारतीय दंत परिषद के परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात्:—

दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 60 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में, **महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक** द्वारा **डी.वाई. पाटिल डेंटल स्कूल, पुणे, महाराष्ट्र** के एमडीएस छात्रों के संबंध में प्रदान की गई दंत डिग्री की मान्यता के संबंध में निम्नलिखित प्रविष्टियां डाली जाएंगी, अर्थात्:—

डी.वाई. पाटिल डेंटल स्कूल, पुणे, महाराष्ट्र	
ऑर्थोडोंटिक्स और डेंटोफेशियल ऑर्थोपेडिक्स (3 सीटों के साथ, यदि 15.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (ऑर्थोडोंटिक्स और डेंटोफेशियल ऑर्थोपेडिक्स) महाराष्ट्र यूनिवर्सिटी ऑफ हेल्थ साइंसेज, नासिक
कंजर्वेटिव डेंटिस्ट्री और एंडोडोंटिक्स (3 सीटों के साथ, यदि 15.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (कंजर्वेटिव डेंटिस्ट्री और एंडोडोंटिक्स) महाराष्ट्र यूनिवर्सिटी ऑफ हेल्थ साइंसेज, नासिक
बाल चिकित्सा और निवारक दंत चिकित्सा (2 सीटों के साथ, यदि 15.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (बाल चिकित्सा और निवारक दंत चिकित्सा) महाराष्ट्र यूनिवर्सिटी ऑफ हेल्थ साइंसेज, नासिक

[फा. सं. वी.12025/04/2025-डीई (भाग)]

अमित कुमार, अवर सचिव

New Delhi, the 21st March, 2025

S.O. 653.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

In the existing entries of column 2 & 3 against Serial No. 60, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Maharashtra University of Health Sciences, Nashik** in respect of MDS students of **D.Y. Patil Dental School, Pune, Maharashtra** the following entries shall be inserted, namely:—

D.Y. Patil Dental School, Pune, Maharashtra	
Orthodontics and Dentofacial Orthopedics (with 3 seats, if granted on or after 15.10.2024)	MDS (Orthodontics and Dentofacial Orthopedics) Maharashtra University of Health Sciences, Nashik
Conservative Dentistry & Endodontics (with 3 seats, if granted on or after 15.10.2024)	MDS (Conservative Dentistry & Endodontics) Maharashtra University of Health Sciences, Nashik
Pediatric and Preventive Dentistry (with 2 seats, if granted on or after 15.10.2024)	MDS (Pediatric and Preventive Dentistry) Maharashtra University of Health Sciences, Nashik

[F. No. V.12025/04/2025-DE(Pt)]

AMIT KUMAR, Under Secy.

नई दिल्ली, 21 मार्च, 2025

का.आ. 654.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार, भारतीय दंत परिषद के परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात्:—

दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 157 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में, हेमवती नंदन बहुगुणा उत्तराखंड चिकित्सा शिक्षा विश्वविद्यालय, देहरादून द्वारा सीमा डेंटल कॉलेज एवं अस्पताल, ऋषिकेश, उत्तराखंड के एमडीएस छात्रों के संबंध में प्रदान की गई दंत डिग्री की मान्यता के संबंध में निम्नलिखित प्रविष्टियां डाली जाएंगी, अर्थात्:—

सीमा डेंटल कॉलेज एवं अस्पताल, ऋषिकेश, उत्तराखंड	
पीरियोडोन्टोलॉजी (3 सीटों के साथ, यदि 16.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (पीरियोडोन्टोलॉजी) हेमवती नंदन बहुगुणा उत्तराखंड चिकित्सा शिक्षा विश्वविद्यालय, देहरादून
ऑर्थोडॉन्टिक्स और डेंटोफेशियल ऑर्थोपेडिक्स (5 सीटों के साथ, यदि 16.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (ऑर्थोडॉन्टिक्स और डेंटोफेशियल ऑर्थोपेडिक्स) हेमवती नंदन बहुगुणा उत्तराखंड चिकित्सा शिक्षा विश्वविद्यालय, देहरादून

[फा. सं. वी.12025/04/2025-डीई (भाग)]

अमित कुमार, अवर सचिव

New Delhi, the 21st March, 2025

S.O. 654.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

In the existing entries of column 2 & 3 against Serial No. 157, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Hemwati Nandan Bahuguna Uttarakhand Medical Education University, Dehradun** in respect of MDS students of **Seema Dental College & Hospital, Rishikesh, Uttarakhand** the following entries shall be inserted, namely:

Seema Dental College & Hospital, Rishikesh, Uttarakhand	
Periodontology (with 3 seats, if granted on or after 16.10.2024)	MDS (Periodontology) Hemwati Nandan Bahuguna Uttarakhand Medical Education University, Dehradun
Orthodontics and Dentofacial Orthopedics (with 5 seats, if granted on or after 16.10.2024)	MDS (Orthodontics and Dentofacial Orthopedics) Hemwati Nandan Bahuguna Uttarakhand Medical Education University, Dehradun

[F. No. V.12025/04/2025-DE(Pt)]

AMIT KUMAR, Under Secy.

नई दिल्ली, 21 मार्च, 2025

का.आ. 655.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार, भारतीय दंत परिषद के परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात्:—

दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 156 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में, अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ द्वारा आई.टी.एस डेंटल कॉलेज, अस्पताल एवं अनुसंधान केंद्र, ग्रेटर नोएडा, उत्तर प्रदेश के एमडीएस छात्रों के संबंध में प्रदान की गई दंत डिग्री की मान्यता के संबंध में निम्नलिखित प्रविष्टियां डाली जाएंगी, अर्थात्:—

आई.टी.एस डेंटल कॉलेज, अस्पताल एवं अनुसंधान केंद्र, ग्रेटर नोएडा, उत्तर प्रदेश	
ऑर्थोडॉण्टिक्स और डेंटोफेशियल ऑर्थोपेडिक्स (5 सीटों के साथ, यदि 19.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (ऑर्थोडॉण्टिक्स और डेंटोफेशियल ऑर्थोपेडिक्स) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
ओरल और मैक्सिलोफेशियल सर्जरी (3 सीटों के साथ, यदि 19.10.2024 को या उसके बाद स्वीकृत की जाती है)	एमडीएस (ओरल एवं मैक्सिलोफेशियल सर्जरी) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
बाल चिकित्सा और निवारक दंत चिकित्सा (3 सीटों के साथ, यदि 22.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (बाल चिकित्सा एवं निवारक दंत चिकित्सा) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
पीरियोडोन्टोलॉजी (5 सीटों के साथ, यदि 23.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (पीरियोडोन्टोलॉजी) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
प्रोस्थोडोन्टिक्स और क्राउन एवं ब्रिज (5 सीटों के साथ, यदि 22.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (प्रोस्थोडोन्टिक्स और क्राउन एंड ब्रिज) अटल बिहारी वाजपेयी मेडिकल यूनिवर्सिटी, लखनऊ

[फा. सं. वी.12025/04/2025-डीई (भाग)]

अमित कुमार, अवर सचिव

New Delhi, the 21st March, 2025

S.O. 655.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

In the existing entries of column 2 & 3 against Serial No. 156, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Atal Bihari Vajpayee Medical University, Lucknow** in respect of MDS students of **I.T.S Dental College, Hospital & Research Centre, Greater Noida, U.P** the following entries shall be inserted, namely:

I.T.S Dental College, Hospital & Research Centre, Greater Noida, U.P	
Orthodontics and Dentofacial Orthopedics (with 5 seats, if granted on or after 19.10.2024)	MDS (Orthodontics and Dentofacial Orthopedics) Atal Bihari Vajpayee Medical University, Lucknow
Oral & Maxillofacial Surgery (with 3 seats, if granted on or after 19.10.2024)	MDS (Oral & Maxillofacial Surgery) Atal Bihari Vajpayee Medical University, Lucknow
Pediatric and Preventive Dentistry (with 3 seats, if granted on or after 22.10.2024)	MDS (Pediatric and Preventive Dentistry) Atal Bihari Vajpayee Medical University, Lucknow
Periodontology (with 5 seats, if granted on or after 23.10.2024)	MDS (Periodontology) Atal Bihari Vajpayee Medical University, Lucknow
Prosthodontics and Crown & Bridge (with 5 seats, if granted on or after 22.10.2024)	MDS (Prosthodontics and Crown & Bridge) Atal Bihari Vajpayee Medical University, Lucknow

[F. No. V.12025/04/2025-DE(Pt)]

AMIT KUMAR, Under Secy.

नई दिल्ली, 21 मार्च, 2025

का.आ. 656.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार, भारतीय दंत परिषद के परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात्:—

दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 156 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में, अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ द्वारा आई.टी.एस. सेंटर फॉर डेंटल स्टडीज एंड रिसर्च, मुराद नगर, गाजियाबाद के एमडीएस छात्रों के संबंध में प्रदान की गई दंत डिग्री की मान्यता के संबंध में निम्नलिखित प्रविष्टियां डाली जाएंगी, अर्थात्:—

आई.टी.एस. सेंटर फॉर डेंटल स्टडीज एंड रिसर्च, मुराद नगर, गाजियाबाद	
ऑर्थोडोंटिक्स और डेंटोफेशियल ऑर्थोपेडिक्स (6 सीटों के साथ, यदि 18.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (ऑर्थोडोंटिक्स और डेंटोफेशियल ऑर्थोपेडिक्स) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
प्रोस्थोडोन्टिक्स और क्राउन एवं ब्रिज (6 सीटों के साथ, यदि 18.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (प्रोस्थोडोन्टिक्स और क्राउन एंड ब्रिज) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
पब्लिक हेल्थ डेंटिस्ट्री (3 सीटों के साथ, यदि 19.10.2024 को या उसके बाद स्वीकृत की जाती है)	एमडीएस (पब्लिक हेल्थ डेंटिस्ट्री) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
बाल चिकित्सा और निवारक दंत चिकित्सा	एमडीएस (बाल चिकित्सा और निवारक दंत चिकित्सा)

(6 सीटों के साथ, यदि 18.10.2024 को या उसके बाद प्रदान की जाती है)	अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
ओरल और मैक्सिलोफेशियल पैथोलॉजी और ओरल माइक्रोबायोलॉजी	एमडीएस (ओरल और मैक्सिलोफेशियल पैथोलॉजी और ओरल माइक्रोबायोलॉजी)
(3 सीटों के साथ, यदि 18.10.2024 को या उसके बाद प्रदान की जाती है)	अटल बिहारी वाजपेयी मेडिकल यूनिवर्सिटी, लखनऊ

[फा. सं. वी.12025/04/2025-डीई (भाग)]

अमित कुमार, अवर सचिव

New Delhi, the 21st March, 2025

S.O. 656.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

In the existing entries of column 2 & 3 against Serial No. 156, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Atal Bihari Vajpayee Medical University, Lucknow** in respect of MDS students of **I.T.S Centre for Dental Studies & Research, Murad Nagar, Ghaziabad** the following entries shall be inserted, namely:

I.T.S Centre for Dental Studies & Research, Murad Nagar, Ghaziabad	
Orthodontics and Dentofacial Orthopedics (with 6 seats, if granted on or after 18.10.2024)	MDS (Orthodontics and Dentofacial Orthopedics) Atal Bihari Vajpayee Medical University, Lucknow
Prosthodontics and Crown & Bridge (with 6 seats, if granted on or after 18.10.2024)	MDS (Prosthodontics and Crown & Bridge) Atal Bihari Vajpayee Medical University, Lucknow
Public Health Dentistry (with 3 seats, if granted on or after 19.10.2024)	MDS (Public Health Dentistry) Atal Bihari Vajpayee Medical University, Lucknow
Pediatric and Preventive Dentistry (with 6 seats, if granted on or after 18.10.2024)	MDS (Pediatric and Preventive Dentistry) Atal Bihari Vajpayee Medical University, Lucknow
Oral & Maxillofacial Pathology and Oral Microbiology (with 3 seats, if granted on or after 18.10.2024)	MDS (Oral & Maxillofacial Pathology and Oral Microbiology) Atal Bihari Vajpayee Medical University, Lucknow

[F. No. V.12025/04/2025-DE(Pt)]

AMIT KUMAR, Under Secy.

नई दिल्ली, 21 मार्च, 2025

का.आ. 657.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार, भारतीय दंत परिषद के परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात्:—

दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 60 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में, महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक द्वारा योगिता डेंटल कॉलेज एंड हॉस्पिटल, खेड, महाराष्ट्र के एमडीएस छात्रों के संबंध में प्रदान की गई दंत डिग्री की मान्यता के संबंध में निम्नलिखित प्रविष्टियां डाली जाएंगी, अर्थात्:—

योगिता डेंटल कॉलेज एंड हॉस्पिटल, खेड, महाराष्ट्र	
बाल चिकित्सा और निवारक दंत चिकित्सा	एमडीएस (बाल चिकित्सा और निवारक दंत चिकित्सा)

(3 सीटों के साथ, यदि 15.10.2024 को या उसके बाद प्रदान की जाती है)	महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक
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[फा. सं. वी.12025/04/2025-डीई (भाग)]

अमित कुमार, अवर सचिव

New Delhi, the 21st March, 2025

S.O. 657.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

In the existing entries of column 2 & 3 against Serial No. 60, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Maharashtra University of Health Sciences, Nashik** in respect of MDS students of **Yogita Dental College & Hospital, Khed, Maharashtra** the following entries shall be inserted, namely:

Yogita Dental College & Hospital, Khed, Maharashtra	
Pediatric and Preventive Dentistry (with 3 seats, if granted on or after 15.10.2024)	MDS (Pediatric and Preventive Dentistry) Maharashtra University of Health Sciences, Nashik

[F. No. V.12025/04/2025-DE(Pt)]

AMIT KUMAR, Under Secy.

नई दिल्ली, 21 मार्च, 2025

का.आ. 658.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार, भारतीय दंत परिषद के परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात्:—

दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 156 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में, अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ द्वारा डी.जे. कॉलेज ऑफ डेंटल साइंसेज एंड रिसर्च, मोदी नगर के एमडीएस छात्रों के संबंध में प्रदान की गई दंत डिग्री की मान्यता के संबंध में निम्नलिखित प्रविष्टियां डाली जाएंगी, अर्थात्:—

डी.जे. कॉलेज ऑफ डेंटल साइंसेज एंड रिसर्च, मोदी नगर	
ओरल एवं मैक्सिलोफेशियल पैथोलॉजी और ओरल माइक्रोबायोलॉजी (6 सीटों के साथ, यदि 26.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (ओरल एवं मैक्सिलोफेशियल पैथोलॉजी और ओरल माइक्रोबायोलॉजी) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ

[फा. सं. वी.12025/04/2025-डीई (भाग)]

अमित कुमार, अवर सचिव

New Delhi, the 21st March, 2025

S.O. 658.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

In the existing entries of column 2 & 3 against Serial No. 156, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Atal Bihari Vajpayee Medical University, Lucknow** in respect of MDS students of **D.J. College of Dental Sciences & Research, Modi Nagar** the following entries shall be inserted, namely:

D.J. College of Dental Sciences & Research, Modi Nagar	
Oral & Maxillofacial Pathology and Oral Microbiology (with 6 seats, if granted on or after 26.10.2024)	MDS (Oral & Maxillofacial Pathology and Oral Microbiology) Atal Bihari Vajpayee Medical University, Lucknow

[F. No. V.12025/04/2025-DE(Pt)]

AMIT KUMAR, Under Secy.

नई दिल्ली, 21 मार्च, 2025

का.आ. 659.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार, भारतीय दंत परिषद के परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात्:—

दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 156 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में, **अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ** द्वारा **सरस्वती डेंटल कॉलेज एवं अस्पताल लखनऊ** के एमडीएस छात्रों के संबंध में प्रदान की गई दंत डिग्री की मान्यता के संबंध में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी, अर्थात्:—

सरस्वती डेंटल कॉलेज एवं अस्पताल, लखनऊ	
कंजरवेटिव दंत चिकित्सा और एंडोडॉण्टिक्स (6 सीटें, यदि 25.10.2024 को या उसके बाद प्रदान की जाती हैं)	एमडीएस (कंजरवेटिव दंत चिकित्सा और एंडोडॉण्टिक्स) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
पेरियोडॉन्टोलॉजी (2 सीटें, यदि 26.10.2024 को या उसके बाद प्रदान की जाती हैं)	एमडीएस (पेरियोडॉन्टोलॉजी) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
बाल दंत चिकित्सा और निवारक दंत चिकित्सा (3 सीटें, यदि 19.10.2024 को या उसके बाद प्रदान की जाती हैं)	एमडीएस (बाल दंत चिकित्सा और निवारक दंत चिकित्सा) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
ओरल मेडिसिन और रेडियोलॉजी (3 सीटें, यदि 15.10.2024 को या उसके बाद प्रदान की जाती हैं)	एमडीएस (ओरल मेडिसिन और रेडियोलॉजी) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
ओरल और मैक्सिलोफेशियल सर्जरी (5 सीटें, यदि 22.10.2024 को या उसके बाद प्रदान की जाती हैं)	एमडीएस (ओरल एवं मैक्सिलोफेशियल सर्जरी) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ

[फा. सं. वी.12025/04/2025-डीई (भाग)]

अमित कुमार, अवर सचिव

New Delhi, the 21st March, 2025

S.O. 659.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

In the existing entries of column 2 & 3 against Serial No. 156, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Atal Bihari Vajpayee Medical University, Lucknow** in respect of MDS students of **Saraswati Dental College & Hospital, Lucknow** the following entries shall be inserted, namely:

Saraswati Dental College & Hospital, Lucknow	
Conservative Dentistry & Endodontics (with 6 seats, if granted on or after 25.10.2024)	MDS (Conservative Dentistry & Endodontics) Atal Bihari Vajpayee Medical University, Lucknow
Periodontology (with 2 seats, if granted on or after 26.10.2024)	MDS (Periodontology) Atal Bihari Vajpayee Medical University, Lucknow
Pediatric and Preventive Dentistry (with 3 seats, if granted on or after 19.10.2024)	MDS (Pediatric and Preventive Dentistry) Atal Bihari Vajpayee Medical University, Lucknow

Oral Medicine and Radiology (with 3 seats, if granted on or after 15.10.2024)	MDS (Oral Medicine and Radiology) Atal Bihari Vajpayee Medical University, Lucknow
Oral & Maxillofacial Surgery (with 5 seats, if granted on or after 22.10.2024)	MDS (Oral & Maxillofacial Surgery) Atal Bihari Vajpayee Medical University, Lucknow

[F. No. V.12025/04/2025-DE(Pt)]

AMIT KUMAR, Under Secy.

नई दिल्ली, 21 मार्च, 2025

का.आ. 660.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार, भारतीय दंत परिषद के परामर्श के पश्चात, उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात्:—

दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 156 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में, अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ द्वारा कोठीवाल दंत चिकित्सा कॉलेज और अनुसंधान केंद्र, मुरादाबाद, उत्तर प्रदेश के एमडीएस छात्रों के संबंध में प्रदान की गई दंत डिग्री की मान्यता के संबंध में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी, अर्थात्:—

कोठीवाल दंत चिकित्सा कॉलेज और अनुसंधान केंद्र, मुरादाबाद, उत्तर प्रदेश	
ओरल एवं मैक्सिलोफेशियल पैथोलॉजी और ओरल माइक्रोबायोलॉजी (3 सीटें, यदि 19.10.2024 को या उसके बाद प्रदान की जाती हैं)	एमडीएस (ओरल एवं मैक्सिलोफेशियल पैथोलॉजी और ओरल माइक्रोबायोलॉजी) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
पेरियोडोंटोलॉजी (5 सीटें, यदि 17.10.2024 को या उसके बाद प्रदान की जाती हैं)	एमडीएस (पेरियोडोंटोलॉजी) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
बाल दंत चिकित्सा और निवारक दंत चिकित्सा (5 सीटें, यदि 17.10.2024 को या उसके बाद प्रदान की जाती हैं)	एमडीएस (बाल दंत चिकित्सा और निवारक दंत चिकित्सा) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
प्रोस्थोडोन्टिक्स और क्राउन एवं ब्रिज (6 सीटें, यदि 19.10.2024 को या उसके बाद प्रदान की जाती हैं)	एमडीएस (प्रोस्थोडोन्टिक्स और क्राउन एवं ब्रिज) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
पब्लिक हेल्थ डेंटिस्ट्री (3 सीटें, यदि 17.10.2024 को या उसके बाद प्रदान की जाती हैं)	एमडीएस (पब्लिक हेल्थ डेंटिस्ट्री) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
ऑर्थोडोन्टिक्स और डेंटोफेशियल ऑर्थोपेडिक्स (6 सीटें, यदि 19.10.2024 को या उसके बाद प्रदान की जाती हैं)	एमडीएस (ऑर्थोडोन्टिक्स और डेंटोफेशियल ऑर्थोपेडिक्स) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
ओरल मेडिसिन और रेडियोलॉजी (3 सीटें, यदि 17.10.2024 को या उसके बाद प्रदान की जाती हैं)	एमडीएस (ओरल मेडिसिन और रेडियोलॉजी) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ

कंजरवेटिव दंत चिकित्सा और एंडोडोंटिक्स (6 सीटें, यदि 19.10.2024 को या उसके बाद प्रदान की जाता है)	एमडीएस (कंजरवेटिव दंत चिकित्सा और एंडोडोंटिक्स) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
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[फा. सं. वी.12025/04/2025-डीई (भाग)]

अमित कुमार, अवर सचिव

New Delhi, the 21st March, 2025

S.O. 660.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

In the existing entries of column 2 & 3 against Serial No. 156, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Atal Bihari Vajpayee Medical University, Lucknow** in respect of MDS students of **Kothiwal Dental College and Research Centre, Moradabad, U.P** the following entries shall be inserted, namely:

Kothiwal Dental College and Research Centre, Moradabad, U.P	
Oral & Maxillofacial Pathology and Oral Microbiology (with 3 seats, if granted on or after 19.10.2024)	MDS (Oral & Maxillofacial Pathology and Oral Microbiology) Atal Bihari Vajpayee Medical University, Lucknow
Periodontology (with 5 seats, if granted on or after 17.10.2024)	MDS (Periodontology) Atal Bihari Vajpayee Medical University, Lucknow
Pediatric and Preventive Dentistry (with 5 seats, if granted on or after 17.10.2024)	MDS (Pediatric and Preventive Dentistry) Atal Bihari Vajpayee Medical University, Lucknow
Prosthodontics and Crown & Bridge (with 6 seats, if granted on or after 19.10.2024)	MDS (Prosthodontics and Crown & Bridge) Atal Bihari Vajpayee Medical University, Lucknow
Public Health Dentistry (with 3 seats, if granted on or after 17.10.2024)	MDS (Public Health Dentistry) Atal Bihari Vajpayee Medical University, Lucknow
Orthodontics and Dentofacial Orthopedics (with 6 seats, if granted on or after 19.10.2024)	MDS (Orthodontics and Dentofacial Orthopedics) Atal Bihari Vajpayee Medical University, Lucknow
Oral Medicine and Radiology (with 3 seats, if granted on or after 17.10.2024)	MDS (Oral Medicine and Radiology) Atal Bihari Vajpayee Medical University, Lucknow
Conservative Dentistry & Endodontics (with 6 seats, if granted on or after 19.10.2024)	MDS (Conservative Dentistry & Endodontics) Atal Bihari Vajpayee Medical University, Lucknow

[F. No. V.12025/04/2025-DE(Pt)]

AMIT KUMAR, Under Secy.

नई दिल्ली, 21 मार्च, 2025

का.आ. 661.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार, भारतीय दंत परिषद से परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात्:—

दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 156 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में, अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ द्वारा कांति देवी डेंटल कॉलेज एवं अस्पताल, मथुरा के एमडीएस छात्रों के संबंध में प्रदान की गई दंत डिग्री की मान्यता के संबंध में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी, अर्थात्:—

कांति देवी डेंटल कॉलेज एवं अस्पताल, मथुरा	
पब्लिक हेल्थ डेंटिस्ट्री (3 सीटें, यदि 22.10.2024 को या उसके बाद प्रदान की जाती हैं)	एमडीएस (पब्लिक हेल्थ डेंटिस्ट्री) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
कंजरवेटिव दंत चिकित्सा और एंडोडोंटिक्स (6 सीटें, यदि 22.10.2024 को या उसके बाद प्रदान की जाती हैं)	एमडीएस (कंजरवेटिव दंत चिकित्सा और एंडोडोंटिक्स) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
पेरियोडोंटोलॉजी (2 सीटें, यदि 22.10.2024 को या उसके बाद प्रदान की जाती हैं)	एमडीएस (पीरियोडोंटोलॉजी) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
प्रोस्थोडोन्टिक्स और क्राउन एवं ब्रिज (5 सीटें, यदि 22.10.2024 को या उसके बाद प्रदान की जाती हैं)	एमडीएस (प्रोस्थोडोन्टिक्स और क्राउन एवं ब्रिज) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ

[फा. सं. वी.12025/04/2025-डीई (भाग)]

अमित कुमार, अवर सचिव

New Delhi, the 21st March, 2025

S.O. 661.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

In the existing entries of column 2 & 3 against Serial No. 156, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Atal Bihari Vajpayee Medical University, Lucknow** in respect of MDS students of **Kanti Devi Dental College & Hospital, Mathura** the following entries shall be inserted, namely:

Kanti Devi Dental College & Hospital, Mathura	
Public Health Dentistry (with 3 seats, if granted on or after 22.10.2024)	MDS (Public Health Dentistry) Atal Bihari Vajpayee Medical University, Lucknow
Conservative Dentistry & Endodontics (with 6 seats, if granted on or after 22.10.2024)	MDS (Conservative Dentistry & Endodontics) Atal Bihari Vajpayee Medical University, Lucknow
Periodontology (with 2 seats, if granted on or after 22.10.2024)	MDS (Periodontology) Atal Bihari Vajpayee Medical University, Lucknow
Prosthodontics and Crown & Bridge (with 5 seats, if granted on or after 22.10.2024)	MDS (Prosthodontics and Crown & Bridge) Atal Bihari Vajpayee Medical University, Lucknow

[F. No. V.12025/04/2025-DE(Pt)]

AMIT KUMAR, Under Secy.

नई दिल्ली, 21 मार्च, 2025

का.आ. 662.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार, भारतीय दंत परिषद से परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात्:—

दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 156 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में, अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ द्वारा कैरियर पोस्ट ग्रेजुएट इंस्टीट्यूट ऑफ डेंटल साइंस एंड हॉस्पिटल, लखनऊ के एमडीएस छात्रों के संबंध में प्रदान की गई दंत डिग्री की मान्यता के संबंध में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी, अर्थात्:—

कैरियर पोस्ट ग्रेजुएट इंस्टीट्यूट ऑफ डेंटल साइंस एंड हॉस्पिटल, लखनऊ	
प्रोस्थोडोन्टिक्स और क्राउन एवं ब्रिज (5 सीटें, यदि 22.10.2024 को या उसके बाद प्रदान की जाती हैं)	एमडीएस (प्रोस्थोडोन्टिक्स और क्राउन एवं ब्रिज) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
ओरल और मैक्सिलोफेशियल सर्जरी (5 सीटें, यदि 15.10.2024 को या उसके बाद प्रदान की जाती हैं)	एमडीएस (ओरल एवं मैक्सिलोफेशियल सर्जरी) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
पब्लिक हेल्थ डेंटिस्ट्री (3 सीटें, यदि 19.10.2024 को या उसके बाद प्रदान की जाती हैं)	एमडीएस (पब्लिक हेल्थ डेंटिस्ट्री) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
कंजर्वेटिव डेंटिस्ट्री और एंडोडोंटिक्स (5 सीटें, यदि 22.10.2024 को या उसके बाद प्रदान की जाती हैं)	एमडीएस (कंजर्वेटिव डेंटिस्ट्री और एंडोडोंटिक्स) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
ओरल मेडिसिन और रेडियोलॉजी (3 सीटें, यदि 19.10.2024 को या उसके बाद प्रदान की जाती हैं)	एमडीएस (ओरल मेडिसिन और रेडियोलॉजी) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
पीरियोडोन्टोलॉजी (5 सीटें, यदि 22.10.2024 को या उसके बाद प्रदान की जाती हैं)	एमडीएस (पीरियोडोन्टोलॉजी) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
बाल चिकित्सा और निवारक दंत चिकित्सा (4 सीटें, यदि 19.10.2024 को या उसके बाद प्रदान की जाती हैं)	एमडीएस (बाल दंत चिकित्सा और निवारक दंत चिकित्सा) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
ऑर्थोडोंटिक्स और डेंटोफेशियल ऑर्थोपेडिक्स (5 सीटें, यदि 22.10.2024 को या उसके बाद प्रदान की जाती हैं)	एमडीएस (ऑर्थोडोंटिक्स और डेंटोफेशियल ऑर्थोपेडिक्स) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ

[फा. सं. वी.12025/04/2025-डीई (भाग)]

अमित कुमार, अवर सचिव

New Delhi, the 21st March, 2025

S.O. 662.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

In the existing entries of column 2 & 3 against Serial No. 156, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Atal Bihari Vajpayee Medical University, Lucknow** in respect of MDS students of **Career Post Graduate Institute of Dental Science & Hospital, Lucknow** the following entries shall be inserted, namely:

Career Post Graduate Institute of Dental Science & Hospital, Lucknow	
Prosthodontics and Crown & Bridge (with 5 seats, if granted on or after 22.10.2024)	MDS (Prosthodontics and Crown & Bridge) Atal Bihari Vajpayee Medical University, Lucknow
Oral & Maxillofacial Surgery (with 5 seats, if granted on or after 15.10.2024)	MDS (Oral & Maxillofacial Surgery) Atal Bihari Vajpayee Medical University, Lucknow
Public Health Dentistry (with 3 seats, if granted on or after 19.10.2024)	MDS (Public Health Dentistry) Atal Bihari Vajpayee Medical University, Lucknow
Conservative Dentistry & Endodontics (with 5 seats, if granted on or after 22.10.2024)	MDS (Conservative Dentistry & Endodontics) Atal Bihari Vajpayee Medical University, Lucknow
Oral Medicine and Radiology (with 3 seats, if granted on or after 19.10.2024)	MDS (Oral Medicine and Radiology) Atal Bihari Vajpayee Medical University, Lucknow
Periodontology (with 5 seats, if granted on or after 22.10.2024)	MDS (Periodontology) Atal Bihari Vajpayee Medical University, Lucknow
Pediatric and Preventive Dentistry (with 4 seats, if granted on or after 19.10.2024)	MDS (Pediatric and Preventive Dentistry) Atal Bihari Vajpayee Medical University, Lucknow
Orthodontics and Dentofacial Orthopedics (with 5 seats, if granted on or after 22.10.2024)	MDS (Orthodontics and Dentofacial Orthopedics) Atal Bihari Vajpayee Medical University, Lucknow

[F. No. V.12025/04/2025-DE(Pt)]

AMIT KUMAR, Under Secy.

नई दिल्ली, 21 मार्च, 2025

का.आ. 663.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार, भारतीय दंत परिषद से परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात्:—

दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 156 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में, **अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ** द्वारा **सरदार पटेल स्नातकोत्तर दंत चिकित्सा और आयुर्विज्ञान संस्थान, लखनऊ** के एमडीएस छात्रों के संबंध में प्रदान की गई दंत डिग्री की मान्यता के संबंध में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी, अर्थात्:—

सरदार पटेल स्नातकोत्तर दंत चिकित्सा और आयुर्विज्ञान संस्थान, लखनऊ	
पब्लिक हेल्थ डेंटिस्ट्री (3 सीटें, यदि 18.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (पब्लिक हेल्थ डेंटिस्ट्री) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
ओरल और मैक्सिलोफेशियल सर्जरी (5 सीटें, यदि 16.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (ओरल एवं मैक्सिलोफेशियल सर्जरी) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
पेरियोडोंटोलॉजी (6 सीटें, यदि 23.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (पेरियोडोंटोलॉजी) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
बाल दंत चिकित्सा और निवारक दंत चिकित्सा	एमडीएस (बाल दंत चिकित्सा एवं निवारक दंत चिकित्सा)

(5 सीटें, यदि 19.10.2024 को या उसके बाद प्रदान की जाती है)	अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
प्रोस्थोडोन्टिक्स और क्राउन एवं ब्रिज (6 सीटें, यदि 18.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (प्रोस्थोडोन्टिक्स और क्राउन एंड ब्रिज) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
ओरल और मैक्सिलोफेशियल पैथोलॉजी और ओरल माइक्रोबायोलॉजी (3 सीटें, यदि 16.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (ओरल एंड मैक्सिलोफेशियल पैथोलॉजी और ओरल माइक्रोबायोलॉजी) अटल बिहारी वाजपेयी मेडिकल यूनिवर्सिटी, लखनऊ
कंजर्वेटिव डेंटिस्ट्री और एंडोडॉन्टिक्स (6 सीटें, यदि 23.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (कंजर्वेटिव डेंटिस्ट्री और एंडोडॉन्टिक्स) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
ओरल मेडिसिन और रेडियोलॉजी (3 सीटें, यदि 18.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (ओरल मेडिसिन एवं रेडियोलॉजी) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ
ऑर्थोडॉन्टिक्स और डेंटोफेशियल ऑर्थोपेडिक्स (6 सीटें, यदि 16.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (ऑर्थोडॉन्टिक्स और डेंटोफेशियल ऑर्थोपेडिक्स) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ

[फा. सं. वी.12025/04/2025-डीई (भाग)]

अमित कुमार, अवर सचिव

New Delhi, the 21st March, 2025

S.O. 663.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

In the existing entries of column 2 & 3 against Serial No. 156, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Atal Bihari Vajpayee Medical University, Lucknow** in respect of MDS students of **Sardar Patel Post Graduate Institute of Dental & Medical Sciences, Lucknow** the following entries shall be inserted, namely:

Sardar Patel Post Graduate Institute of Dental & Medical Sciences, Lucknow	
Public Health Dentistry (with 3 seats, if granted on or after 18.10.2024)	MDS (Public Health Dentistry) Atal Bihari Vajpayee Medical University, Lucknow
Oral & Maxillofacial Surgery (with 5 seats, if granted on or after 16.10.2024)	MDS (Oral & Maxillofacial Surgery) Atal Bihari Vajpayee Medical University, Lucknow
Periodontology (with 6 seats, if granted on or after 23.10.2024)	MDS (Periodontology) Atal Bihari Vajpayee Medical University, Lucknow
Pediatric and Preventive Dentistry (with 5 seats, if granted on or after 19.10.2024)	MDS (Pediatric and Preventive Dentistry) Atal Bihari Vajpayee Medical University, Lucknow
Prosthodontics and Crown & Bridge (with 6 seats, if granted on or after 18.10.2024)	MDS (Prosthodontics and Crown & Bridge) Atal Bihari Vajpayee Medical University, Lucknow
Oral & Maxillofacial Pathology and Oral Microbiology (with 3 seats, if granted on or after 16.10.2024)	MDS (Oral & Maxillofacial Pathology and Oral Microbiology) Atal Bihari Vajpayee Medical University, Lucknow

Conservative Dentistry & Endodontics (with 6 seats, if granted on or after 23.10.2024)	MDS (Conservative Dentistry & Endodontics) Atal Bihari Vajpayee Medical University, Lucknow
Oral Medicine and Radiology (with 3 seats, if granted on or after 18.10.2024)	MDS (Oral Medicine and Radiology) Atal Bihari Vajpayee Medical University, Lucknow
Orthodontics and Dentofacial Orthopedics (with 6 seats, if granted on or after 16.10.2024)	MDS (Orthodontics and Dentofacial Orthopedics) Atal Bihari Vajpayee Medical University, Lucknow

[F. No. V.12025/04/2025-DE(Pt)]

AMIT KUMAR, Under Secy.

नई दिल्ली, 21 मार्च, 2025

का.आ. 664.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार, भारतीय दंत परिषद से परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात्:—

दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 156 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में, अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ द्वारा कालका डेंटल कॉलेज, मेरठ के एमडीएस छात्रों के संबंध में प्रदान की गई दंत डिग्री की मान्यता के संबंध में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी, अर्थात्:

कालका डेंटल कॉलेज, मेरठ	
पेरियोडोन्टोलॉजी (3 सीटें, यदि 08.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (पेरियोडोन्टोलॉजी) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ

[फा. सं. वी.12025/04/2025-डीई (भाग)]

अमित कुमार, अवर सचिव

New Delhi, the 21st March, 2025

S.O. 664.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

In the existing entries of column 2 & 3 against Serial No. 156, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Atal Bihari Vajpayee Medical University, Lucknow** in respect of MDS students of **Kalka Dental College, Meerut** the following entries shall be inserted, namely:

Kalka Dental College, Meerut	
Periodontology (with 3 seats, if granted on or after 08.10.2024)	MDS (Periodontology) Atal Bihari Vajpayee Medical University, Lucknow

[F. No. V.12025/04/2025-DE(Pt)]

AMIT KUMAR, Under Secy.

नई दिल्ली, 21 मार्च, 2025

का.आ. 665.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार, भारतीय दंत परिषद के परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात्:—

दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 36 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में, उत्कल विश्वविद्यालय, भुवनेश्वर द्वारा हाई-टेक डेंटल कॉलेज एवं अस्पताल, भुवनेश्वर के एमडीएस छात्रों के संबंध में प्रदान की गई दंत डिग्री की मान्यता के संबंध में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी, अर्थात्:

हाई-टेक डेंटल कॉलेज एवं अस्पताल, भुवनेश्वर	
ऑर्थोडॉन्टिक्स और डेंटोफेशियल ऑर्थोपेडिक्स (3 सीटों के साथ, यदि 12.11.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (ऑर्थोडोन्टिक्स और डेंटोफेशियल ऑर्थोपेडिक्स) उत्कल विश्वविद्यालय, भुवनेश्वर

[फा. सं. वी.12025/04/2025-डीई (भाग)]

अमित कुमार, अवर सचिव

New Delhi, the 21st March, 2025

S.O. 665.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

In the existing entries of column 2 & 3 against Serial No. 36, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Utkal University, Bhubaneswar** in respect of MDS students of **Hi-Tech Dental College & Hospital, Bhubaneswar** the following entries shall be inserted, namely:

Hi-Tech Dental College & Hospital, Bhubaneswar	
Orthodontics and Dentofacial Orthopedics (with 3 seats, if granted on or after 12.11.2024)	MDS (Orthodontics and Dentofacial Orthopedics) Utkal University, Bhubaneswar

[F. No. V.12025/04/2025-DE(Pt)]

AMIT KUMAR, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 22 अप्रैल, 2025

का.आ. 666.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अनुसूची में यथा-उल्लिखित तारीखों एवं का. आ. संख्या द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया गया था।

और केन्द्रीय सरकार ने उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त भूमियों में विल्लंगमों से मुक्त उपयोग का अधिकार एचपीसीएल राजस्थान रिफाइनरी लिमिटेड, (राजस्थान) में निहित किया गया था।

और सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दे दी है कि कच्चा तेल के परिवहन के लिए गुजरात राज्य में एचपीसीएल राजस्थान रिफाइनरी लिमिटेड, (राजस्थान) की अरब मिक्स कूड आइल पाइपलाइन परियोजनान्तर्गत मुन्द्रा (गुजरात) से एचपीसीएल राजस्थान रिफाइनरी लिमिटेड, पचपदरा (राजस्थान) तक कच्चा तेल की पाइपलाइन विछाई जा चुकी है, अतः उस भूमि के बारे में जिसका संक्षिप्त विवरण इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट किया गया है, ऐसे प्रचलन को गुजरात राज्य में समाप्त किया जाए।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन), 1963 के नियम 4 के उप-नियम (1) के अंतर्गत दी गई परिभाषा (1) के अंतर्गत उस तारीख को जिस दिन पर यह अधिसूचना

भारत सरकार के राजपत्र में प्रकाशित होती है, गुजरात राज्य के जिला कच्छ के तालुका मुंद्रा, भचाऊ, अंजार और रापर, जिला पाटण के तालुका सान्तलपुर और राधनपुर और जिला बनासकांठा के तालुका भाभर, दीयोदर, वाव, थराद और धानेरा के निम्नसूचित गाँवों के भूमि में मार्गाधिकार गतिविधियों की समाप्ति की तारीख के रूप में घोषणा करती है।

अनुसूची

क्र.सं.	6(1) अधिसूचना की का.आ.संख्या एवं दिनांक	गाँव का नाम	तालुका
1	2	3	4
जिला: कच्छ		राज्य: गुजरात	
1	614 (अ) दिनांक 08/02/2021	बारोई	मुंद्रा
2	608 (अ) दिनांक 11/02/2022	गोयरसमा	
3	2638 ¼(अ) दिनांक 05/07/2024	शेखडीया	
4		कुंदरोडी	
5		बगडा	
6		वाधुरा	
7	296 (अ) दिनांक 13/01/2021	भुजपर	भचाऊ
8	608 (अ) दिनांक 11/02/2022	मोरगर-देशलपर	
9	2638 (अ) दिनांक 05/07/2024	आमरडी	
10		कबराउ-पांकडसर	
11		कुंभारडी	
12		शीकरा	
13		मेघपर-कुंजीसर	
14		भचाऊ	
15		करमरीया	
16		वोंघडा	
17		विजपासर	
18		रामपर	
19		लखपत	
20		आधोई	
21		शीवलखा	
22	612 (अ) दिनांक 08/02/2021	चांद्रोडा	अंजार
23	608 (अ) दिनांक 11/02/2022	मथडा	
24	2638 (अ) दिनांक 05/07/2024	खेडोई	
25		चांदीया	

क्र.सं.	6(1) अधिसूचना की का.आ.संख्या एवं दिनांक	गाँव का नाम	तालुका
1	2	3	4
26		लोहारीया मोटा	
27		हमीरपर	
28		वाडा	
29		नींगाल	
30		सापेडा	
31		सुगारीया	
32		मोडसर	
33		खोखरा	
34		रापर	
35		चान्द्राणी	
36		कोटडा	
37		दुधई	
38		धमडका	
39	613 (अ) दिनांक 08/02/2021	गोविंदपर	रापर
40	608 (अ) दिनांक 11/02/2022	डेडरवा	
41	905 (अ) दिनांक 25/02/2022	खीराई	
42	2638 (अ) दिनांक 05/07/2024	सई	
43		टींडलवा	
44		कीडीयानगर	
45		छोटापर	
46		वल्लभपर	
47		भरीडीया-भुटकीया	
48		भीमासर	
49		पदमपर	
50		लाखागढ	
51		आडेसर	
52		बांभणसर	
जिला: पाटण		राज्य: गुजरात	
53	295 (अ) दिनांक 13/01/2021	पीपराला	सान्तलपुर
54	3292 (अ) दिनांक 10/08/2021	रोझु	

क्र.सं.	6(1) अधिसूचना की का.आ.संख्या एवं दिनांक	गाँव का नाम	तालुका
1	2	3	4
55	905 (अ) दिनांक 25/02/2022	गराम्बडी	
56	2638 (अ) दिनांक 05/07/2024	महुत्रा	
57		दात्राणा	
58		रणमलपुरा	
59		सान्तलपुर	
60		बकुत्रा	
61		बावरदा	
62		बाबरा	
63		पाटणका	
64		डालडी	
65		कोरडा	
66		गढा	
67		जंडाला	
68		लोदरा	
69		दैसर	
70		गांजीसर	
71	295 (अ) दिनांक 13/01/2021 3292 (अ) दिनांक 10/08/2021	सांथली	राधनपुर
जिला: बनासकांठा		राज्य: गुजरात	
72	4524 (अ) दिनांक 04/12/2020	इन्दरवा नवा	भाभर
73	3290 (अ) दिनांक 10/08/2021	इन्दरवा जूना	
74	2638 (अ) दिनांक 05/07/2024	बेडा	
75		तनवाड	
76		सणवा (ला)	
77		अबाला	
78		वडाणा	
79		चेम्बुवा	
80		सुथार नेसडीं	
81		रडकीया	
82		हरकुडीया	
83		वजापुर जूना	

क्र.सं.	6(1) अधिसूचना की का.आ.संख्या एवं दिनांक	गाँव का नाम	तालुका
1	2	3	4
84		देवकापडी	
85		सनेसडा	
86	4524 (अ) दिनांक 04/12/2020 3290 (अ) दिनांक 10/08/2021	कोतरवाडा	दीयोदर
87	4524 (अ) दिनांक 04/12/2020 3290 (अ) दिनांक 10/08/2021 2638 (अ) दिनांक 05/07/2024	वैयक	वाव
88	4524 (अ) दिनांक 04/12/2020 3290 (अ) दिनांक 10/08/2021 2638 (अ) दिनांक 05/07/2024	सणावीया	थराद
89		मोटी पावड	
90		खोरडा	
91		करणासर	
92		पडादर	
93		पठामडा	
94		झेटा	
95		नानोल	
96		भोरडुं	
97		खेगारपुरा	
98		भलासरा	
99		लखापुरा	
100		मेघपुरा	
101		चांगडा	
102		लुवाणा	
103		मोरथल	
104		टेरोल	
105		बेवटा	
106	4524 (अ) दिनांक 04/12/2020	भांजणा	धानेरा
107	3290 (अ) दिनांक 10/08/2021	नेनावा	
108	2638 (अ) दिनांक 05/07/2024	खापरोल	

[फा. सं. आर-11025/1/2019-ओआर-1/ई-32788]

शशि शेखर सिंह, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 22nd April, 2025

S.O. 666.—Whereas, by the notifications of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. Numbers and dated as mentioned in the Schedule below issued under Sub-section (i) of Section 6, Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government acquired the Right of User in the said lands specified in the schedule appended to those notifications;

And whereas, in exercise of power conferred by Sub-section (4) of Section 6 of the said Act, the Central Government vested the Right of User in the lands free from all encumbrances in the HPCL Rajasthan Refinery Limited;

And whereas, the Competent Authority has made a report to the Central Government that the pipeline has been laid in the said lands and hence the operation may be terminated for Arab Mix Crude Oil Pipeline from Mundra (Gujarat) to HPCL Rajasthan Refinery Limited, Pachpadra (Rajasthan) in the state of Gujarat in respect of the said land which in brief are specified in the Schedule annexed to this Notification;

Now, therefore, as required under Explanation 1 of Rule 4 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declare the date on which the notification is published in the Gazette of India as the date of “Termination of Operation” in ROU in the villages mentioned in Taluka Mundra, Bhachau, Anjar and Rapar of District Kachchh, Taluka Santalpur and Radhanpur of District Patan and Taluka Bhabhar, Deodar, Vav, Tharad and Dhanera of District Banaskantha in the State of Gujarat.

SCHEDULE

Sl. No.	6 (1) Notifications S.O. No. and Date	Name of the Village	TALUKA
1	2	3	4
DISTRICT: KACHCHH		STATE : GUJARAT	
1	614 (E) Dtd. 08/02/2021	BAROI	MUNDRA
2	608 (E) Dtd. 11/02/2022	GOYARSAMA	
3	2638 (E) Dtd. 05/07/2024	SHEKHADIYA	
4		KUNDRODI	
5		BAGDA	
6		VAGHURA	
7	296 (E) Dtd. 13/01/2021	BHUJPAR	BHACHAU
8	608 (E) Dtd. 11/02/2022	MORGAR- DESHALPAR	
9	2638 (E) Dtd. 05/07/2024	AMARDI	
10		KABRAU PANKADSAR	
11		KUMBHARDI	
12		SHIKRA	
13		MEGHPAR- KUNJISAR	
14		BHACHAU	
15		KARMARIYA	
16		VONGHDA	
17		VIJPASAR	
18		RAMPAR	
19		LAKHAPAT	
20		ADHOI	
21		SHIVALAKHA	
22	612 (E) Dtd. 08/02/2021	CHANDRODA	ANJAR

Sl. No.	6 (1) Notifications S.O. No. and Date	Name of the Village	TALUKA
1	2	3	4
23	608 (E) Dtd. 11/02/2022	MATHADA	
24	2638 (E) Dtd. 05/07/2024	KHEDO I	
25		CHANDIYA	
26		LOHARIYA MOTA	
27		HAMIRPAR	
28		VADA	
29		NINGAL	
30		SAPEDA	
31		SUGARIYA	
32		MODSAR	
33		KHOKHRA	
34		RAPAR	
35		CHANDRANI	
36		KOTDA	
37		DUDHAI	
38		DHAMADKA	
39	613 (E) Dtd. 08/02/2021	GOVINDPAR	RAPAR
40	608 (E) Dtd. 11/02/2022	DEDARWA	
41	905 (E) Dtd. 25/02/2022	KHIRAI	
42	2638 (E) Dtd. 05/07/2024	SAI	
43		TINDALVA	
44		KIDIYANAGAR	
45		CHHOTAPAR	
46		VALLABHPAR	
47		BHARIDIYA - BHUTAKIYA	
48		BHIMASAR	
49		PADAMPAR	
50		LAKHAGADH	
51		ADESAR	
52		BAMBHANSAR	
DISTRICT: PATAN			STATE : GUJARAT
53	295 (E) Dtd. 13/01/2021	PIPARALA	SANTALPUR
54	3292 (E) Dtd. 10/08/2021	ROZU	
55	905 (E) Dtd. 25/02/2022	GARAMBADI	
56	2638 (E) Dtd. 05/07/2024	MADHUTRA	
57		DATRANA	
58		RANMAL PURA	

Sl. No.	6 (1) Notifications S.O. No. and Date	Name of the Village	TALUKA
1	2	3	4
59		SANTALPUR	
60		BAKUTRA	
61		BAVARDA	
62		BABRA	
63		PATANKA	
64		DALDI	
65		KORDA	
66		GADHA	
67		ZANDALA	
68		LODRA	
69		DAISAR	
70		GANJISAR	
71	295 (E) Dtd. 13/01/2021 3292 (E) Dtd. 10/08/2021	SANTHALI	RADHANPUR
DISTRICT: BANASKANTHA		STATE : GUJARAT	
72	4524 (E) Dtd. 04/12/2020	INDARVA NAVA	BHABHAR
73	3290 (E) Dtd. 10/08/2021	INDARVA JUNA	
74	2638 (E) Dtd. 05/07/2024	BEDA	
75		TANVAD	
76		SANVA (LA)	
77		ABALA	
78		VADANA	
79		CHEMBUVA	
80		SUTHAR NESDI	
81		RADAKIYA	
82		HARKUDIYA	
83		VAJAPUR JUNA	
84		DEVKAPDI	
85		SANESDA	
86	4524 (E) Dtd. 04/12/2020 3290 (E) Dtd. 10/08/2021	KOTARWADA	DEODAR
87	4524 (E) Dtd. 04/12/2020 3290 (E) Dtd. 10/08/2021 2638 (E) Dtd. 05/07/2024	BAIYAK	VAV
88	4524 (E) Dtd. 04/12/2020	SANAVIA	THARAD
89	3290 (E) Dtd. 10/08/2021	MOTI PAVAD	
90	2638 (E) Dtd. 05/07/2024	KHORDA	
91		KARNASAR	

Sl. No.	6 (1) Notifications S.O. No. and Date	Name of the Village	TALUKA
1	2	3	4
92		PADADAR	
93		PATHAMDA	
94		ZETA	
95		NANOL	
96		BHORDU	
97		KHEGARPURA	
98		BHALASARA	
99		LAKHAPURA	
100		MEGHPURA	
101		CHANGADA	
102		LUVANA	
103		MORTHAL	
104		TEROL	
105		BEVTA	
106	4524 (E) Dtd. 04/12/2020	BHANJNA	DHANERA
107	3290 (E) Dtd. 10/08/2021	NENAVA	
108	2638 (E) Dtd. 05/07/2024	KHAPROL	

[F. No. R-11025/1/2019-OR-I/E-32788]

SHASHI SHEKHAR SINGH, Under Secy.

नई दिल्ली, 25 अप्रैल, 2025

का.आ. 667.—पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अधिग्रहण) अधिनियम, 1962 (1962 का 50), (इसके बाद उक्त अधिनियम कहा जाएगा) की धारा 2 की उपधारा (क) के अनुसरण में केन्द्र सरकार उक्त अधिनियम के अधीन नीचे दी गई तालिका के कॉलम (2) में उल्लिखित व्यक्ति को कॉलम (3) में उल्लिखित क्षेत्र के संबंध में, उक्त अधिनियम के अधीन एचपीसीएल राजस्थान रिफाइनरी लिमिटेड (राजस्थान) के सक्षम प्राधिकारी के कार्यों को करने के लिए अधिकृत करती है।

अनुसूची

पाइपलाइन का नाम	प्राधिकारी/व्यक्ति का पद एवं पता	क्षेत्राधिकार क्षेत्र
(1)	(2)	(3)
एचपीसीएल राजस्थान रिफाइनरी लिमिटेड (राजस्थान)		
(1) मुन्द्रा कोट (गुजरात) से एच.आर.आर.एल. रिफाइनरी पंचपदरा (राजस्थान) तक कूड आयल पाइपलाइन	अतिरिक्त जिला कलक्टर एवं अतिरिक्त जिला मजिस्ट्रेट, बालोतरा	राजस्थान राज्य
(2) मंगला केयर्न टर्मिनल से पंचपदरा (राजस्थान) तक कूड आयल पाइपलाइन	जिला - बालोतरा राज्य राजस्थान	
(3) नाचना - बागुण्डी - पंचपदरा तक पानी की पाइपलाइन		

इससे पूर्व का .आ. संख्या 612 (अ) दिनांक 7 फरवरी 2020 के अंतर्गत भारत के असाधारण राजपत्र में दिनांक 7 फरवरी 2020 को प्रकाशित राजस्थान राज्य में एचपीसीएल राजस्थान रिफाइनरी लिमिटेड (राजस्थान) के लिए पहले अधिसूचित सक्षम प्राधिकारी श्री उगमदान रतनू, (सेवा निवृत्त) आर.ए.एस. तेल भवन, सहकार मार्ग, लाल कोठी विस्तार, ज्योति नगर जयपुर – 302 005 को डी- नोटिफाइड समझा जाए।

यह अधिसूचना जारी होने की तारीख से प्रभावी होगी।

[फा. सं. 11025/1/2019-ओआर-1/ई-31849]

शशि शेखर सिंह, अवर सचिव

New Delhi, the 25th April, 2025

S.O. 667.—In pursuance of sub section (a) of section 2 of the Petroleum and Minerals Pipeline (Acquisition of Right of user in Land) Act 1962 (50 of 1962), (hereinafter called the said act), the Central Government hereby Authorizes the person mentioned in column (2) of the table given below to perform the functions of the Competent Authority under the said Act, for HPCL Rajasthan Refinery Ltd., (Rajasthan), in respect of the areas mentioned in column (3) of the said Table :

SCHEDULE

Name of Pipeline	Designation and Address of the Authority	Area of Jurisdiction
(1)	(2)	(3)
HPCL RAJASTHAN REFINERY LIMITED (RAJASTHAN) 1. Mundra COT (Gujrat) to HRRL Refinery, Pachpadra (Rajasthan) Crude Oil Pipeline 2. Mangala CAIRN Terminal to Pachpadra Refinery (Rajasthan) Crude Oil Pipeline 3. Nachana – Bagundi – Pachpadra Refinery Water Pipeline	Additional District Collector and Additional District Magistrate, Balotra District - Balotra State Rajasthan	Rajasthan State

Earlier notified Competent Authority for HPCL Rajasthan Refinery Ltd. in Rajasthan State, Shri Ugamdan Ratnoo (Retired) RAS, Tel Bhavan, Sahakar Marg, Lal Kothi Vistar, Jyotinagar, Jaipur – 302 005 vide S O No. 612 dated 7th February 2020 published in the Extra Ordinary Gazette of India dated 7th February 2020 stands de-notified.

This notification will be effective from the date of its issue.

[F. No. R-11025/1/2019-OR-I/E-31849]

SHASHI SHEKHAR SINGH, Under Secy.

विज्ञान एवं प्रौद्योगिकी मंत्रालय

(बायोटेक्नोलॉजी विभाग)

नई दिल्ली, 24 अप्रैल, 2025

का.आ. 668.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, बायोटेक्नोलॉजी विभाग के नियंत्रणाधीन संस्थान, राजीव गांधी जैव प्रौद्योगिकी केंद्र, तिरुवनंतपुरम जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है:

‘राजीव गांधी जैव प्रौद्योगिकी केंद्र
मेलारनूर रोड,
सेंट्रल जेल पूजापुरा के पीछे,
थेकायुड, तिरुवनंतपुरम, केरल 695014 '

[फा. सं. ई.-26/01/2017-हिंदी-डीबीटी (कम्प्यूटर सं. 124)]

शिव राम मीना, संयुक्त सचिव

MINISTRY OF SCIENCE AND TECHNOLOGY

(Department of Biotechnology)

New Delhi, the 24th April, 2025

S.O. 668.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies Rajiv Gandhi Centre for Biotechnology, Thiruvanthapuram, an institution under the control of the Department of Biotechnology, whose more than 80% staff have acquired working knowledge in Hindi:

Rajiv Gandhi Centre for Biotechnology,
Melarannoor Road,
Behind Central Jail Poojapura,
Thycaud, Thiruvananthapuram,
Kerala 695014

[F. No. E-26/01/2017-Hindi-DBT (Computer No. 124)]

SHIV RAM MEENA, Jt. Secy.

विद्युत मंत्रालय

नई दिल्ली, 29 अप्रैल, 2025

का.आ. 669.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में विद्युत मंत्रालय के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत कर्मचारीवृंद ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है:

1.	एसजेवीएन लिमिटेड, लुहरी जलविद्युत परियोजना कार्यालय, चरण-1, गांव-बायल, डाकघर-कोयल, तहसील-निरमंड, जिला-कुल्लू, हिमाचल प्रदेश-172023	2.	पावरग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड, 400/220 केवी बोलांगीर उपकेन्द्र, रिनबचन, मधियापाली, एनएच-26 के पास, बोलांगीर, ओडिशा-767001
3.	पावरग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड, 400/220 केवी रेंगाली उपकेन्द्र, रेंगाली डैम साईट, ओडिशा-759105	4.	पावरग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड, 400/220 केवी जेपोर उपकेन्द्र, डाक-कालियागांव, जिला-कोरापुट, ओडिशा-764002

[फा. सं. 11011/01/2024-हिंदी]

धीरज कुमार श्रीवास्तव, मुख्य अभियंता (प्रभारी राजभाषा)

MINISTRY OF POWER

New Delhi, the 29th April, 2025

S.O. 669.— In pursuance of Sub Rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the Central Government hereby notify the following offices under the administrative control of Ministry of Power, wherein 80% of the staff have acquired working knowledge of Hindi:

1.	SJVN Limited, Luhri Hydro Electric Project, Stage-1, Village-Bayal, Post -Koyal, Tehsil-Nirmand, District-kullu, Himachal Pradesh-172023	2.	Power Grid Corporation of India Limited, 400/220 kV Bolangir Substation, Rinbachan, Madhiapali, Near NH-26, Bolangir, Odisha-767001
3.	Power Grid Corporation of India Limited, 400/220 kV Rengali Substation, Rengali Dam Site, Odisha-759105	4.	Power Grid Corporation of India Limited, 400/220 kV Jeypore Substation, Post-Kaliagaon, Dist-Koraput, Odisha- 764002

[F. No. 11011/01/2024-Hindi]

DHIRAJ KUMAR SRIVASTAVA, Chief Engineer (In-Charge O.L.)

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(खाद्य और सार्वजनिक वितरण विभाग)

नई दिल्ली, 29 अप्रैल, 2025

का.आ. 670.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत या उससे अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को राजपत्र में अधिसूचित करती है:-

क्र.सं.	अधिसूचित किए जाने वाले कार्यालय
1.	भारतीय खाद्य निगम, मंडल कार्यालय, अमरावती
2.	भारतीय खाद्य निगम, आंचलिक कार्यालय (उत्तर-पूर्व), गुवाहाटी

[फा. सं. ई-11011/1/2008-हिंदी(321924)]

राजेन्द्र कुमार, संयुक्त सचिव

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Food and Public Distribution)

New Delhi, the 29th April, 2025

S.O. 670.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rules, 1976, the Central Government hereby notifies the following offices under the administrative control of the Ministry of Consumer Affairs, Food & Public Distribution (Department of Food & Public Distribution), whereof 80% or more staff have acquired the working knowledge of Hindi:

S. No.	Offices to be notified
1	Food Corporation of India, Divisional Office, Amravati
2	Food Corporation of India, Zonal Office (NE), Guwahati

[F. No. E-11011/1/2008-Hindi(321924)]

RAJENDER KUMAR, Jt. Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 22 अप्रैल, 2025

का.आ. 671.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टाटा मेमोरियल सेंटर, के प्रबंधन के संबद्ध नियोजकों और उनके कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय-1, मुंबई, पंचाट (संदर्भ संख्या **Ref. no. CGIT-1/19 of 2024**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.04.2025 को प्राप्त हुआ था।

[सं. एल – 42025-07-2025-106-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 22nd April, 2025

S.O. 671.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. no. CGIT-1/19 of 2024) of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **Tata Memorial Centre, and Their workman**, which was received along with soft copy of the award by the Central Government on 22.04.2025.

[No. L-42025-07-2025-106-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1 MUMBAI**

Present

JUSTICE ANIL KUMAR

Presiding Officer

REFERENCE NO.CGIT-1/19 OF 2024

Parties: Employers in relation to the management of
Tata Memorial Centre

And

Their workman

Appearances:

For the first party / Management : Mrs.Geeta Raju, Adv.

For the workman : Mr.J.P.Sawant, Adv.

State : Maharashtra

Mumbai, dated the 25th day of March, 2025**AWARD**

The matter was taken up in Lok Adalat through video conferencing.

The present reference has been made by the Central Government by its order dated 06.05.2024 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947. The terms of reference as per the schedule to the said order are as under:

“Whether the action of the management of Tata Memorial Centre in not granting the pension to its workman Mrs. Shubhangi K.Redkar, Ex-Senior Assistant who worked the management for 26 years and 4 months and whose resignation from the services has been accepted by the management as per the letter dated 08.01.2007 w.e.f.05.01.2007 is legal and justified? If not, to what relief Mrs.Shubhangi K. Redkar is entitled?”

Today, when the matter was taken up for hearing an application was filed by Mr.Jaiprakash Sawant, Adv submits that the above reference has also been referred to CGIT No.2, Mumbai and, therefore, the proceedings have been commenced under Reference No.CGIT-2/43 of 2023.The second party has filed the statement of claim and has also informed CGIT No.2, Mumbai that the second party will make a suitable application for closing the proceedings commenced in this Tribunal under Reference No.CGIT-19 of 2024.

Accordingly, this application has been filed before this Tribunal praying for closure of Ref.No.CGIT-19 of 2024.

Allowed.

JUSTICE ANIL KUMAR, Presiding Officer

नई दिल्ली, 22 अप्रैल, 2025

का.आ. 672.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत सरकार टकसाल, के प्रबंधन के संबद्ध नियोजकों और उनके कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय-1, मुंबई, पंचाट(संदर्भ संख्या **Ref.no.CGIT-1/31 of 2018**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.04.2025 को प्राप्त हुआ था।

[सं. एल –16011/06/2018-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 22nd April, 2025

S.O. 672.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. no. CGIT-1/31 of 2018) of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **India Govt. Mint, and Their workman**, which was received along with soft copy of the award by the Central Government on 22.04.2025.

[No. L-16011/06/2018-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1 MUMBAI

Present

JUSTICE ANIL KUMAR

Presiding Officer

REFERENCE NO.CGIT-1/31 OF 2018

Parties: Employers in relation to the management of
India Govt. Mint

vs

Their workman

Appearances:

For the first party / Management : Mr.P.V.Shah, Adv.

For the workman : Mr.Satish Sherkhane, Adv.

State : Maharashtra

Mumbai, dated the 24th day of March, 2025

AWARD

The matter was taken up in Lok Adalat through video conferencing.

The present reference has been made by the Central Government by its order dated 26.11.2018 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial

Disputes Act, 1947. The terms of reference as per the schedule to the said order are as under:

“Whether the action of the management India Govt. Mint, Mumbai unit in not providing 7th CPC pay fixation sheet and arrears sheet to their employee is fair and legal? If not, what relief these workmen are entitled to?”

An application dated 23.2.2024, has been filed by Mr. Deepak Funde, General Secretary, Tanksal Kamgar Sena stating that union members has no intention to pursue the case, therefore, the case may be closed.

Mr. P. V. Shah, learned counsel for the management has also given his no objection on the said application.

Hence, in these circumstances, this Tribunal has no other option except to pass No Dispute Award. No dispute Award is passed accordingly.

JUSTICE ANIL KUMAR, I/c Presiding Officer

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 673.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नु विस्टा कॉर्पोरेशन लिमिटेड; मेसर्स नारायणी संस (आई) प्राइवेट लिमिटेड के प्रबंधन के संबंध में नियोजकों और सीमेंट एंड खदान श्रमिक यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स नं.- 69/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. एल – 29011/39/2021-आईआर (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 673.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 69/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Nu Vista Corporation Limited; M/s Narayani Sons (I) Pvt. Ltd. and Cement & Mine Workers Union** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. L-29011/39/2021-IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/69/2021

Present: P.K.Srivastava

H.J.S. (Retd.)

The President

Cement & Khadan Shramik Union, AITUC

Jr. MIG-II/807, CGHB, I/E, Bhilai

Durg (CG)-490001

Workman

Versus

1. Factory Manager/Mines Manager

Nu Vista Corporation Ltd.,

Village & Post – Risda,

District – Baloda Bazar (C.G)

2. Shri Vivek Passary, Director,

M/s Naaraayani Sons (I) Pvt. Ltd.,

209, AJC Bose Road, Karnani Estate,

4th Floor, Room No. 166

Kolkata – 700017.

Management

LOK-ADALAT AWARD**(Passed on this 08th day of March - 2025.)**

As per letter dated 03/11/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-29011/39/2021/IR(M) dt. 03/11/2021. The dispute under reference related to :-

“Whether the 24 point charter of demands raised by the Cement & Khadan Shramik Union (AITUC) to provide the guaranteed pay-scale structure & other various allowances etc to the contract workers of M/s. Narayani Sons Pvt. Ltd., working at M/s. Nu Vista Corporation Ltd. is legal and justified ? If yes, as to what relief the workmen are entitled to ?”

After registering the case on the basis of the reference, notices were sent to the parties and were duly served on them. Union appeared and filed statement of claim.

During the proceedings, parties filed a settlement said to be arrived at between the parties. The settlement was verified and taken for hearing in the National Lok-Adalat organized today.

Since, the dispute has been settled between the parties as per terms of settlement, the reference stands answered in terms of settlement, which shall form part of Award.

DATE: 08/03/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 674.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नु विस्टा कॉर्पोरेशन लिमिटेड; मेसर्स एल. पी. तिवारी के प्रबंधन के संबद्ध नियोजकों और सीमेंट एंड खदान श्रमिक यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 68/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. एल – 29011/37/2021-आईआर (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 674.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 68/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Nu Vista Corporation Limited; M/s L. P. Tiwari and Cement & Mine Workers Union** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. L-29011/37/2021-IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR****NO. CGIT/LC/R/68/2021****Present: P.K.Srivastava****H.J.S.(Retd.)****The President****Cement & Khadan Shramik Union, AITUC****Jr. MIG-II/807, CGHB, I/E, Bhilai****Durg (CG)-490001****Workman**

Versus

1. Factory Manager/Mines Manager

Nu Vista Corporation Ltd.,

Village & Post – Risda,

District – Baloda Bazar (C.G)

2. Shri L.P. Tiwari

M/s L.P. Tiwari

Vill.-Sonadih, PO-Rasta,

Tah & Distt.- Baloda Bazar

Balloda Bazar (Chhattisgarh)-493332.

Management

LOK-ADALAT AWARD(Passed on this 08th day of March - 2025.)

As per letter dated 08/11/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-29011/37/2021/IR(M) dt. 08/11/2021. The dispute under reference related to :-

“Whether the 24 point charter of demands raised by the Cement & Khadan Shramik Union (AITUC) to provide the guaranteed pay-scale structure & other various allowances etc to the contract workers of M/s. L.P. Tiwari, Contractor working at M/s. Nu Vista Corporation Ltd. is legal and justified ? If yes, as to what relief the workmen are entitled to ?”

After registering the case on the basis of the reference, notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

During the proceedings, parties filed a settlement said to be arrived at between the parties. The settlement was verified and taken for hearing in the National Lok-Adalat organized today.

Since, the dispute has been settled between the parties as per terms of settlement, the reference stands answered in terms of settlement, which shall form part of Award.

DATE: 08/03/2025

P. K. SRIVASTAVA Presiding Officer

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 675.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नु विस्टा कॉर्पोरेशन लिमिटेड; मेसर्स महेश कुमार गुप्ता के प्रबंधन के संबद्ध नियोजकों और सीमेंट एंड खदान श्रमिक यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेंस न.- 67/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. एल -29011/38/2021-आईआर (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 675.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 67/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Nu Vista Corporation Limited; M/s Mahesh Kumar Gupta and Cement & Mine Workers Union** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. L-29011/38/2021-IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/67/2021Present: P.K. SrivastavaH.J.S.(Retd.)

The President

Cement & Khadan Shramik Union, AITUC

Jr. MIG-II/807, CGHB, I/E, Bhilai

Durg (CG)-490001

Workman

Versus

1. Factory Manager/Mines Manager

Nu Vista Corporation Ltd.,

Village & Post – Risda,

District – Baloda Bazar (C.G)

2. Shri Mahesh Kumar Gupta, Pro.,

M/s Mahesh Kumar Gupta,

Shubhash Chowk, Main Road,

Balloda Bazar, Chhattisgarh – 493332.

Management

LOK-ADALAT AWARD(Passed on this 08th day of March - 2025.)

As per letter dated 03/11/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-29011/38/2021/IR(M) dt. 03/11/2021. The dispute under reference related to :-

“Whether the 24 point charter of demands raised by the Cement & Khadan Shramik Union (AITUC) to provide the guaranteed pay-scale structure & other various allowances etc to the contract workers of M/s. Mahesh Kumar Gupta, working at M/s. Nu Vista Corporation Ltd. is legal and justified ? If yes, as to what relief the workmen are entitled to ?”

After registering the case on the basis of the reference, notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

During the proceedings, parties filed a settlement said to be arrived at between the parties. The settlement was verified and taken for hearing in the National Lok-Adalat organized today.

Since, the dispute has been settled between the parties as per terms of settlement, the reference stands answered in terms of settlement, which shall form part of Award.

DATE: 08/03/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 676.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नु विस्टा कॉर्पोरेशन लिमिटेड; मेसर्स हाजी एपी बावा एंड कंपनी कंस्ट्रक्शन प्राइवेट लिमिटेड के प्रबंधन के संबंध में नियोजकों और सीमेंट एंड खदान श्रमिक यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स नं.- 66/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. एल – 29011/40/2021-आईआर (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 676.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 66/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Nu Vista Corporation Limited; M/s Hajee AP Bava and Company Construction Pvt. Ltd.** and **Cement & Mine Workers Union** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. L-29011/40/2021-IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR
NO. CGIT/LC/R/66/2021
Present: P.K.Srivastava

H.J.S.(Retd.)

The President

Cement & Khadan Shramik Union, AITUC

Jr. MIG-II/807, CGHB, I/E, Bhilai

Durg (CG)-490001

Workman

Versus

1. Factory Manager/Mines Manager

Nu Vista Corporation Ltd.,

Village & Post – Risda,

District – Baloda Bazar (C.G)

2. Shri A.P. Abdul Kareem

S/o. Shri A.P. Bava

Director, M/s Hajee AP Bava and Company

Construction Pvt. Ltd. 75 HAPBCO Tower

CBS School Road, Near Mataji Mandir

New Bhupalpura, Udaipur-313003.

Management

LOK-ADALAT AWARD

(Passed on this 08th day of March - 2025.)

As per letter dated 03/11/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-29011/40/2021/IR(M) dt. 03/11/2021. The dispute under reference related to :-

“Whether the 24 point charter of demands raised by the Cement & Khadan Shramik Union (AITUC) to provide the guaranteed pay-scale structure & other various allowances etc to the contract workers of M/s. Hajee AP Bava and Company Construction Pvt. Ltd., working at M/s. Nu Vista Corporation Ltd. is legal and justified ? If yes, as to what relief the workmen are entitled to ?”

After registering the case on the basis of the reference, notices were sent to the parties and were duly served on them. Union appeared and filed statement of claim.

During the proceedings, parties filed a settlement said to be arrived at between the parties. The settlement was verified and taken for hearing in the National Lok-Adalat organized today.

Since, the dispute has been settled between the parties as per terms of settlement, the reference stands answered in terms of settlement, which shall form part of Award.

DATE: 08/03/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 677.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नु विस्टा कॉर्पोरेशन लिमिटेड; मेसर्स प्रणव एंटरप्राइजेज के प्रबंधन के संबद्ध नियोजकों और सीमेंट एंड खदान श्रमिक यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 65/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. एल – 29011/41/2021-आईआर (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 677.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 65/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Nu Vista Corporation Limited; M/s Pranav Enterprises and Cement & Mine Workers Union** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. L-29011/41/2021-IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/65/2021**Present: P.K.Srivastava****H.J.S.(Retd.)**

The President

Cement & Khadan Shramik Union, AITUC

Jr. MIG-II/807, CGHB, I/E, Bhilai

Durg (CG)-490001

Workman

Versus

1. Factory Manager/Mines Manager

Nu Vista Corporation Ltd.,

Village & Post – Risda,

District – Baloda Bazar (C.G)

2. Shri Krishan Kumar Awasthi

S/o. Shri Kunj Ram Awasthi

M/s Pranav Enterprises

At Gandhi Chowk, Risda

Baloda Bazar (Chhattisgarh)-493332

Management

LOK-ADALAT AWARD(Passed on this 08th day of March - 2025.)

As per letter dated 03/11/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-29011/41/2021/IR(M) dt. 03/11/2021. The dispute under reference related to :-

“Whether the 24 point charter of demands raised by the Cement & Khadan Shramik Union (AITUC) to provide the guaranteed pay-scale structure & other various allowances etc to the contract workers of M/s. Pranav Enterprises, working at M/s. Nu Vista Corporation Ltd. is legal and justified ? If yes, as to what relief the workmen are entitled to ?”

After registering the case on the basis of the reference, notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

During the proceedings, parties filed a settlement said to be arrived at between the parties. The settlement was verified and taken for hearing in the National Lok-Adalat organized today.

Since, the dispute has been settled between the parties as per terms of settlement, the reference stands answered in terms of settlement, which shall form part of Award.

DATE: 08/03/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 678.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नु विस्टा कॉर्पोरेशन लिमिटेड; मेसर्स प्रोफेशनल लॉजिस्टिक हब के प्रबंधन के संबद्ध नियोजकों और सीमेंट एंड खदान श्रमिक यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स नं.- 64/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. एल -29011/42/2021-आईआर (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 678.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 64/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Nu Vista Corporation Limited; M/s Professional Logistic Hub and Cement & Mine Workers Union** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. L-29011/42/2021-IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/64/2021

Present: P.K.Srivastava

H.J.S..(Retd)

The President

Cement & Khadan Shramik Union, AITUC

Jr. MIG-II/807, CGHB, I/E, Bhilai

Durg (CG)-490001

Workman

Versus

1. Factory Manager/Mines Manager

Nu Vista Corporation Ltd.,

Village & Post – Risda,

District – Baloda Bazar (C.G)

2. Shri Paresh Kumar Vaishnav, Partner

M/s Professional Logistic Hub,

Vaishnav Complex, Garden Chowk

Baloda Bazar (Chhattisgarh)-493332

Management

LOK-ADALAT AWARD

(Passed on this 08th day of March - 2025.)

As per letter dated 03/11/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-29011/42/2021/IR(M) dt. 03/11/2021. The dispute under reference related to :-

“Whether the 24 point charter of demands raised by the Cement & Khadan Shramik Union (AITUC) to provide the guaranteed pay-scale structure & other various allowances etc to the contract workers of M/s. Professional Logistic Hub working at M/s. Nu Vista Corporation Ltd. is legal and justified ? If yes, as to what relief the workmen are entitled to ?”

After registering the case on the basis of the reference, notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

During the proceedings, parties filed a settlement said to be arrived at between the parties. The settlement was verified and taken for hearing in the National Lok-Adalat organized today.

Since, the dispute has been settled between the parties as per terms of settlement, the reference stands answered in terms of settlement, which shall form part of Award.

DATE: 08/03/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 679.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नु विस्टा कॉर्पोरेशन लिमिटेड; मेसर्स कपिल माइनिंग रिसोर्स प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और सीमेंट एंड खदान श्रमिक यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 63/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. एल -29011/43/2021-आईआर (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 679.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 63/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Nu Vista Corporation Limited; M/s Kapil Mining Resource Pvt. Ltd. and Cement & Mine Workers Union** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. L-29011/43/2021-IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/63/2021Present: P.K.SrivastavaH.J.S..(Retd)

The President

Cement & Khadan Shramik Union, AITUC

Jr. MIG-II/807, CGHB, I/E, Bhilai

Durg (CG)-490001

Workman

Versus

1. Factory Manager/Mines Manager

Nu Vista Corporation Ltd.,

Village & Post – Risda,

District – Baloda Bazar (C.G)

2. Shri Kedar Agrawal, Director,

M/s Kapil Mining Resource Pvt. Ltd.

C-66, Sector-4, Devendra Nagar,

Raipur (Chhattisgarh)-492004

Management

LOK-ADALAT AWARD(Passed on this 08th day of March - 2025.)

As per letter dated 08/11/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-29011/43/2021/IR(M) dt. 08/11/2021. The dispute under reference related to :-

“Whether the 24 point charter of demands raised by the Cement & Khadan Shramik Union (AITUC) to provide the guaranteed pay-scale structure & other various allowances etc to the contract workers of M/s. Kapil Mining Resource Pvt. Ltd., working at M/s. Nu Vista Corporation Ltd. is legal and justified ? If yes, as to what relief the workmen are entitled to ?”

After registering the case on the basis of the reference, notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

During the proceedings, parties filed a settlement said to be arrived at between the parties. The settlement was verified and taken for hearing in the National Lok-Adalat organized today.

Since, the dispute has been settled between the parties as per terms of settlement, the reference stands answered in terms of settlement, which shall form part of Award.

DATE: 08/03/2025

P.K.SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 680.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नु विस्टा कॉर्पोरेशन लिमिटेड; मेसर्स एस. के. जैन के प्रबंधतंत्र के संबद्ध नियोजकों और सीमेंट एंड खदान श्रमिक यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 62/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. एल – 29011/36/2021-आईआर (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 680.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 62/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Nu Vista Corporation Limited; M/s S. K. Jain and Cement & Mine Workers Union** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. L-29011/36/2021-IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR****NO. CGIT/LC/R/62/2021****Present: P.K.Srivastava****H.J.S.(Retd.)****The President****Cement & Khadan Shramik Union, AITUC****Jr. MIG-II/807, CGHB, I/E, Bhilai****Durg (CG)-490001****Workman****Versus****1. Factory Manager/Mines Manager****Nu Vista Corporation Ltd.,****Village & Post – Risda,****District – Baloda Bazar (C.G)****2. Shri S.K. Jain, Partner****M/s S.K. Jain****Vill. & PO – Rawan, Distt.-Baloda Bazar****Balloda Bazar-493331****Management****LOK-ADALAT AWARD****(Passed on this 08th day of March - 2025.)**

As per letter dated 21/10/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-29011/36/2021/IR(M) dt. 21/10/2021. The dispute under reference related to :-

“Whether the 24 point charter of demands raised by the Cement & Khadan Shramik Union (AITUC) to provide the guaranteed pay-scale structure & other various allowances etc to the contract workers of M/s. S.K. Jain working at M/s. Nu Vista Corporation Ltd. is legal and justified ? If yes, as to what relief the workmen are entitled to ?”

After registering the case on the basis of the reference, notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

During the proceedings, parties filed a settlement said to be arrived at between the parties. The settlement was verified and taken for hearing in the National Lok-Adalat organized today.

Since, the dispute has been settled between the parties as per terms of settlement, the reference stands answered in terms of settlement, which shall form part of Award.

DATE: 08/03/2025**P. K. SRIVASTAVA, Presiding Officer**

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 681.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नु विस्टा कॉर्पोरेशन लिमिटेड; मेसर्स अन्नैया एंटरप्राइजेज के प्रबंधन के संबद्ध नियोजकों और सीमेंट एंड खदान श्रमिक यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स नं.- 61/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. एल – 29011/30/2021-आईआर (एम)]

दिलीप कुमार, अवसर सचिव

New Delhi, the 23rd April, 2025

S.O. 681.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 61/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Nu Vista Corporation Limited; M/s Annaiya Enterprises and Cement & Mine Workers Union** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. L- 29011/30/2021-IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/61/2021

Present: P.K.Srivastava

H.J.S.(Retd.)

The President

Cement & Khadan Shramik Union, AITUC

Jr. MIG-II/807, CGHB, I/E, Bhilai

Durg (CG)-490001

Workman

Versus

1. Factory Manager/Mines Manager

Nu Vista Corporation Ltd.,

Village & Post – Risda,

District – Baloda Bazar (C.G)

2. Shri Paresh Kumar Vaishnav, Partner,

M/s Annaiya Enterprises

Vaishnav Complex, Garden Chowk

Balloda Bazar (Chhattisgarh)-493332

Managemen

LOK-ADALAT AWARD

(Passed on this 08th day of March - 2025.)

As per letter dated 20/10/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-29011/30/2021/IR(M) dt. 20/10/2021. The dispute under reference related to :-

“Whether the 24 point charter of demands raised by the Cement & Khadan Shramik Union (AITUC) to provide the guaranteed pay-scale structure & other various allowances etc to the contract workers of M/s. Aanaiya Enterprises working at M/s. Nu Vista Corporation Ltd. is legal and justified ? If yes, as to what relief the workmen are entitled to ?”

After registering the case on the basis of the reference, notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

During the proceedings, parties filed a settlement said to be arrived at between the parties. The settlement was verified and taken for hearing in the National Lok-Adalat organized today.

Since, the dispute has been settled between the parties as per terms of settlement, the reference stands answered in terms of settlement, which shall form part of Award.

DATE: 08/03/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 682.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नु विस्टा कॉर्पोरेशन लिमिटेड; मेसर्स किरीट राम वर्मा के प्रबंधन के संबद्ध नियोजकों और सीमेंट एंड खदान श्रमिक यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 60/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. एल – 29011/31/2021-आईआर (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 682.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 60/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Nu Vista Corporation Limited; M/s Kirit Ram Verma and Cement & Mine Workers Union** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. L-29011/31/2021-IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/60/2021

Present: P.K.Srivastava

H.J.S.(Retd.)

The President

Cement & Khadan Shramik Union, AITUC

Jr. MIG-II/807, CGHB, I/E, Bhilai

Durg (CG)-490001

Workman

Versus

1. Factory Manager/Mines Manager

Nu Vista Corporation Ltd.,

Village & Post – Risda,

District – Baloda Bazar (C.G)

2. Shri Kirit Ram Verma Prop.,**M/s Kirit Ram Verma****Vill & PO – Risda****Balloda Bazar (Chhattisgarh)-493332****Management****LOK-ADALAT AWARD****(Passed on this 08th day of March - 2025.)**

As per letter dated 20/10/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-29011/31/2021/IR(M) dt. 20/10/2021. The dispute under reference related to :-

“Whether the 24 point charter of demands raised by the Cement & Khadan Shramik Union (AITUC) to provide the guaranteed pay-scale structure and other various allowances etc to the contract workers of M/s. Kirit Ram Verma working at M/s. Nu Vista Corporation Ltd. is legal and justified ? If yes, as to what relief the workmen are entitled to ?”

After registering the case on the basis of the reference, notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

During the proceedings, parties filed a settlement said to be arrived at between the parties. The settlement was verified and taken for hearing in the National Lok-Adalat organized today.

Since, the dispute has been settled between the parties as per terms of settlement, the reference stands answered in terms of settlement, which shall form part of Award.

DATE: 08 /03/2025**P. K. SRIVASTAVA, Presiding Officer****नई दिल्ली, 23 अप्रैल, 2025**

का.आ. 683.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नु विस्टा कॉर्पोरेशन लिमिटेड; मेसर्स अशोका ट्रांसपोर्ट के प्रबंधन के संबद्ध नियोजकों और सीमेंट एंड खदान श्रमिक यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 59/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. एल – 29011/29/2021-आईआर (एम)]**दिलीप कुमार, अवर सचिव****New Delhi, the 23rd April, 2025**

S.O. 683.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 59/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Nu Vista Corporation Limited; M/s Ashoka Transport and Cement & Mine Workers Union** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. L-29011/29/2021-IR (M)]**DILIP KUMAR, Under Secy.****ANNEXURE****THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR****NO. CGIT/LC/R/59/2021****Present: P.K. Srivastava****H.J.S.(Retd.)****The President****Cement & Khadan Shramik Union, AITUC****Jr. MIG-II/807, CGHB, I/E, Bhilai****Durg (CG)-490001****Workman**

Versus

1. Factory Manager/Mines Manager

Nu Vista Corporation Ltd.,
Village & Post – Risda,
District – Baloda Bazar (C.G)

2. Shri/Smt Anju Jain, Prop.

M/s Ashoka Transport,
New Bus Stand, Baloda Bazar
Chhattisgarh – 493332.

Management

LOK-ADALAT AWARD(Passed on this 08th day of March - 2025.)

As per letter dated 20/10/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per reference number L-29011/29/2021/IR(M) dt. 20/10/2021. The dispute under reference related to :-

“Whether the 24 point charter of demands raised by the Cement & Khadan Shramik Union (AITUC) to provide the guaranteed pay-scale structure & other various allowances etc to the contract workers of M/s. Ashoka Transport working at M/s. Nu Vista Corporation Ltd. is legal and justified ? If yes, as to what relief the workmen are entitled to ?”

After registering the case on the basis of the reference, notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

During the proceedings, parties filed a settlement said to be arrived at between the parties. The settlement was verified and taken for hearing in the National Lok-Adalat organized today.

Since, the dispute has been settled between the parties as per terms of settlement, the reference stands answered in terms of settlement, which shall form part of Award.

DATE: 08/03/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 684.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नु विस्टा कॉर्पोरेशन लिमिटेड; मेसर्स केरला टायर्स वर्क्स के प्रबंधन के संबद्ध नियोजकों और सीमेंट एंड खदान श्रमिक यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स नं.- 58/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. एल – 29011/32/2021-आईआर (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 684.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 58/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Nu Vista Corporation Limited; M/s Kerala Tyres Works and Cement & Mine Workers Union** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. L-29011/32/2021-IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/58/2021Present: P.K.SrivastavaH.J.S..(Retd)

The President

Cement & Khadan Shramik Union, AITUC

Jr. MIG-II/807, CGHB, I/E, Bhilai

Durg (CG)-490001

Workman

Versus

1. Factory Manager/Mines Manager

Nu Vista Corporation Ltd.,

Village & Post – Risda,

District – Baloda Bazar (C.G)

2. Shri R. Asokan, Prop.,

M/s Kerela Tyres Works

Lawn Road, Distt.- Baloda Bazar

Chhattisgarh – 493332.

Management

LOK-ADALAT AWARD(Passed on this 08th day of March - 2025.)

As per letter dated 21/10/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per reference number L-29011/32/2021/IR(M) dt. 21/10/2021. The dispute under reference related to :-

“Whether the 24 point charter of demands raised by the Cement & Khadan Shramik Union (AITUC) to provide the guaranteed pay-scale structure & other various allowances etc to the contract workers of M/s. Kerela Tyres Works working at M/s. Nu Vista Corporation Ltd. is legal and justified ? If yes, as to what relief the workmen are entitled to ?”

After registering the case on the basis of the reference, notices were sent to the parties and were duly served on them. Union appeared and filed their statements of claim.

During the proceedings, parties filed a settlement said to be arrived at between the parties. The settlement was verified and taken for hearing in the National Lok-Adalat organized today.

Since, the dispute has been settled between the parties as per terms of settlement, the reference stands answered in terms of settlement, which shall form part of Award.

DATE: 08/03/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 685.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नु विस्टा कॉर्पोरेशन लिमिटेड; मेसर्स श्री आर.आर. कंस्ट्रक्शन के प्रबंधन के संबद्ध नियोजकों और सीमेंट एंड खदान श्रमिक यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 57/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. एल – 29011/33/2021-आईआर (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 685.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 57/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Nu Vista Corporation Limited; M/s Shri R.R. Construction and Cement & Mine Workers Union** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. L-29011/33/2021-IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR****NO. CGIT/LC/R/57/2021****Present: P. K. Srivastava****H.J.S.(Retd.)****The President****Cement & Khadan Shramik Union, AITUC****Jr. MIG-II/807, CGHB, I/E, Bhilai****Durg (CG)-490001****Workman****Versus****1. Factory Manager/Mines Manager****Nu Vista Corporation Ltd.,****Village & Post – Risda,****District – Baloda Bazar (C.G)****2. Shri R.R. Construction,****H.No. 410, Ward No. 4, Risda****Distt.- Balloda Bazar,****Chhattisgarh – 493332.****Management****LOK-ADALAT AWARD****(Passed on this 08th day of March - 2025.)**

As per letter dated 21/10/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-29011/33/2021/IR(M) dt. 21/10/2021. The dispute under reference related to :-

“Whether the 24 point charter of demands raised by the Cement & Khadan Shramik Union (AITUC) to provide the guaranteed pay-scale structure & other various allowances etc to the contract workers of M/s. R.R. Construction, working at M/s. Nu Vista Corporation Ltd. is legal and justified ? If yes, as to what relief the workmen are entitled to ?”

After registering the case on the basis of the reference, notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

During the proceedings, parties filed a settlement said to be arrived at between the parties. The settlement was verified and taken for hearing in the National Lok-Adalat organized today.

Since, the dispute has been settled between the parties as per terms of settlement, the reference stands answered in terms of settlement, which shall form part of Award.

DATE: 08/03/2025**P. K. SRIVASTAVA, Presiding Officer****नई दिल्ली, 23 अप्रैल, 2025**

का.आ. 686.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नु विस्टा कॉर्पोरेशन लिमिटेड; मेसर्स डेरहा राम साहू के प्रबंधन के संबद्ध नियोजकों और सीमेंट एंड खदान श्रमिक

यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 56/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. एल – 29011/34/2021-आईआर (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 686.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 56/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Nu Vista Corporation Limited; M/s Derha Ram Sahu and Cement & Mine Workers Union** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. L-29011/34/2021-IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/56/2021

Present: P. K. Srivastava

H.J.S.(Retd.)

The President

Cement & Khadan Shramik Union, AITUC

Jr. MIG-II/807, CGHB, I/E, Bhilai

Durg (CG)-490001

Workman

Versus

1. Factory Manager/Mines Manager

Nu Vista Corporation Ltd.,

Village & Post – Risda,

District – Baloda Bazar (C.G)

2. Shri Derha Ram Sahu, Prop.,

M/s Derha Ram Sahu,

Village-Dhandani, PO- Semaradih,

District - Baloda Bazar

Chhattisgarh – 493332.

Management

LOK-ADALAT AWARD

(Passed on this 08th day of March - 2025.)

As per letter dated 20/10/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-29011/34/2021/IR(M) dt. 20/10/2021. The dispute under reference related to :-

“Whether the 24 point charter of demands raised by the Cement & Khadan Shramik Union (AITUC) to provide the guaranteed pay-scale structure & other various allowances etc to the contract workers of M/s. Derha Ram Sahu working at M/s. Nu Vista Corporation Ltd. is legal and justified ? If yes, as to what relief the workmen are entitled to ?”

After registering the case on the basis of the reference, notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

During the proceedings, parties filed a settlement said to be arrived at between the parties. The settlement was verified and taken for hearing in the National Lok-Adalat organized today.

Since, the dispute has been settled between the parties as per terms of settlement, the reference stands answered in terms of settlement, which shall form part of Award.

DATE: 08/03/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 687.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नु विस्टा कॉर्पोरेशन लिमिटेड; मेसर्स श्री वंदना कंस्ट्रक्शन के प्रबंधतंत्र के संबद्ध नियोजकों और सीमेंट एंड खदान श्रमिक यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 55/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. एल – 29011/27/2021-आईआर (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 687.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 55/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Nu Vista Corporation Limited; M/s Vandana Construction and Cement & Mine Workers Union** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. L-29011/27/2021-IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/55/2021

Present: P. K. Srivastava

H.J.S.(Retd.)

The President

Cement & Khadan Shramik Union, AITUC

Jr. MIG-II/807, CGHB, I/E, Bhilai

Durg (CG)-490001

Workman

Versus

1. Factory Manager/Mines Manager

Nu Vista Corporation Ltd.,

Village & Post – Risda,

District – Baloda Bazar (C.G)

2. Shri Umedram Sahu, Proprietor

M/s Vandana Construction,

Vill.-Risda, Tehsil & Dsitt.- Baloda Bazar

Chhattisgarh – 491559.

Management

LOK-ADALAT AWARD**(Passed on this 08th day of March - 2025.)**

As per letter dated 20/10/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-29011/27/2021/IR(M) dt. 20/10/2021. The dispute under reference related to :-

“Whether the 24 point charter of demands raised by the Cement & Khadan Shramik Union (AITUC) to provide the guaranteed pay-scale structure & other various allowances etc to the contract workers of M/s. Vandana Construction, working at M/s. Nu Vista Corporation Ltd. is legal and justified ? If yes, as to what relief the workmen are entitled to ?”

After registering the case on the basis of the reference, notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

During the proceedings, parties filed a settlement said to be arrived at between the parties. The settlement was verified and taken for hearing in the National Lok-Adalat organized today.

Since, the dispute has been settled between the parties as per terms of settlement, the reference stands answered in terms of settlement, which shall form part of Award.

DATE: 08/03/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 688.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नु विस्टा कॉर्पोरेशन लिमिटेड; मेसर्स श्री जय महाकाल के प्रबंधन के संबद्ध नियोजकों और सीमेंट एंड खदान श्रमिक यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स नं.- 54/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. एल – 29011/35/2021-आईआर (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 688.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 54/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Nu Vista Corporation Limited; M/s Jai Mahakal and Cement & Mine Workers Union** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. L-29011/35/2021-IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/54/2021

Present: P.K. Srivastava

H.J.S.(Retd.)

The President

Cement & Khadan Shramik Union, AITUC

Jr. MIG-II/807, CGHB, I/E, Bhilai

Durg (CG)-490001

Workman

Versus

1. **Factory Manager/Mines Manager**
Nu Vista Corporation Ltd.,
Village & Post – Risda,
District – Baloda Bazar (C.G)
2. **Shri Jitendra Dhurandhar, Partner**
M/s Jai Mahakal
Village-Risda, Tehsil & Distt.-Baloda Bazar
Balloda Bazar, Chhattisgarh – 493332.

Management

LOK-ADALAT AWARD(Passed on this 08th day of March - 2025.)

As per letter dated 21/10/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-29011/35/2021/IR(M) dt. 20/10/2021. The dispute under reference related to :-

“Whether the 24 point charter of demands raised by the Cement & Khadan Shramik Union (AITUC) to provide the guaranteed pay-scale structure & other various allowances etc to the contract workers of M/s. J Jai Mahakal working at M/s. Nu Vista Corporation Ltd. is legal and justified ? If yes, as to what relief the workmen are entitled to ?”

After registering the case on the basis of the reference, notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

During the proceedings, parties filed a settlement said to be arrived at between the parties. The settlement was verified and taken for hearing in the National Lok-Adalat organized today.

Since, the dispute has been settled between the parties as per terms of settlement, the reference stands answered in terms of settlement, which shall form part of Award.

DATE: 08/03/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 689.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नु विस्टा कॉर्पोरेशन लिमिटेड; मेसर्स श्री रिखी राम वर्मा के प्रबंधन के संबद्ध नियोजकों और सीमेंट एंड खदान श्रमिक यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 53/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. एल – 29011/28/2021-आईआर (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 689.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 53/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Nu Vista Corporation Limited; M/s Shri Rikhi Ram Verma and Cement & Mine Workers Union** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. L-29011/28/2021-IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR****NO. CGIT/LC/R/53/2021****Present: P.K.Srivastava****H.J.S..(Retd)****The President****Cement & Khadan Shramik Union, AITUC****Jr. MIG-II/807, CGHB, I/E, Bhilai****Durg (CG)-490001****Workman**

Versus**1. Factory Manager/Mines Manager****Nu Vista Corporation Ltd.,****Village & Post – Risda,****District – Baloda Bazar (C.G)****2. Shri Ripusudan Verma****M/s Shri Rikhi Ram Verma, Prop.,****Village-Suhela, Tehsil-Simaga****District - Baloda Bazar****Chhattisgarh – 493195.****Management****LOK-ADALAT AWARD****(Passed on this 08th day of March - 2025.)**

As per letter dated 20/10/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-29011/28/2021/IR(M) dt. 20/10/2021. The dispute under reference related to :-

“Whether the 24 point charter of demands raised by the Cement & Khadan Shramik Union (AITUC) to provide the guaranteed pay-scale structure & other various allowances etc to the contract workers of M/s. Ripusudan Verma working at M/s. Nu Vista Corporation Ltd. is legal and justified ? If yes, as to what relief the workmen are entitled to ?”

After registering the case on the basis of the reference, notices were sent to the parties and were duly served on them. Management appeared and filed their Written Statement of Defense.

During the proceedings, parties filed a settlement said to be arrived at between the parties. The settlement was verified and taken for hearing in the National Lok-Adalat organized today.

Since, the dispute has been settled between the parties as per terms of settlement, the reference stands answered in terms of settlement, which shall form part of Award.

DATE: 08/03/2025**P. K. SRIVASTAVA, Presiding Officer****नई दिल्ली, 23 अप्रैल, 2025**

का.आ. 690.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स कुमार कार्गो सॉल्यूशन के प्रबंधन के संबद्ध नियोजकों और श्री कोडू चौधरी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 34/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-34]**दिलीप कुमार, अवर सचिव****New Delhi, the 23rd April, 2025**

S.O. 690.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 34/2024**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Kumar Cargo Solution** and **Shri Kodu Choudhari** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. Z-16025/04/2025-IR(M)-34]**DILIP KUMAR, Under Secy.**

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR
COURT, JABALPUR

NO. CGIT/LC/R/34/2024

Present: P.K.Srivastava

H.J.S.(Retd.)

Shir Kodu Choudhari,
Vill-gairtalai, Ward N 4, Thana-barhi,
Katni, M.P. - 483770

Workman

Versus

M/s Kumar Cargo Solution,
Kuteshwar Limestone Mines,
Barhi, Katni,
M.P- 483770

Management

AWARD

(Passed on this 06th day of March-2025.)

As per letter dated 18/03/2024 by the Government of India, Ministry of Labour and Employment, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number **J-5(4)/2023-ALC** dt. 18/03/2024. The dispute under reference related to :-

“Whether the action of the management of M/s Kumar Cargo Solution Kuteshwar Limestone Mines Barhi Katni (MP) to terminate the services of the workman Shri Kodu Choudhari without complying the provision of the ID Act 1947 is correct? If not what relief the workman is entitled to? ”

After registering the case on reference received, notices were sent to the parties and were duly served on them. Time was allotted to the workman to submit his statement of claim. In spite of the allotment of time and service of notice, the workman never turned up and submitted his statement of claim. Management also did not file its written statement of claim/ defence. No evidence was ever produced by any of the parties in this Tribunal.

The Initial burden to prove his claim is on the workman. Since the workman did not file any pleading nor did he file any evidence, in the absence of any evidence in support of holding the claim of the workman not proved, the reference deserves to be answered against the workman and is answered accordingly.

AWARD

In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.

Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

DATE: 06/03/2025

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 691.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स कुमार कार्गो सॉल्यूशन के प्रबंधन के संबंध में नियोजकों और श्री नत्थू विश्वकर्मा के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेंस नं.- 35/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-35]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 691.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 35/2024**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Kumar Cargo Solution** and **Shri Natthu Vishwakarma** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. Z-16025/04/2025-IR(M)-35]

DILIP KUMAR, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR
COURT, JABALPUR**

NO. CGIT/LC/R/35/2024

Present: P.K.Srivastava

H.J.S.(Retd.)

Shir Natthu Vishwakarma,

Gram-Obra, Thana-Barhi,

Katni, M.P- 483770

Workman

Versus

M/s Kumar Cargo Solution,

Kuteshwar Limestone Mines,

Gairtalai, Barhi,

Katni, M.P- 483770

Management

AWARD

(Passed on this 06th day of March-2025.)

As per letter dated 18/03/2024 by the Government of India, Ministry of Labour and Employment, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number **J-5(6)/2023-ALC** dt. 18/03/2024. The dispute under reference related to :-

“ Whether the action of the management of M/s Kumar Cargo Solution Kuteshwar Limestone Mines Barhi Katni (MP) to terminate the services of the workman Shri Natthu Vishwakarma without complying the provision of the ID Act 1947 is correct? If not what relief the workman is entitled to ? ”

After registering the case on reference received, notices were sent to the parties and were duly served on them. Time was allotted to the workman to submit his statement of claim. In spite of the allotment of time and service of notice, the workman never turned up and submitted his statement of claim. Management also did not file its written statement of claim/ defence. No evidence was ever produced by any of the parties in this Tribunal.

The Initial burden to prove his claim is on the workman. Since the workman did not file any pleading nor did he file any evidence, in the absence of any evidence in support of holding the claim of the workman not proved, the reference deserves to be answered against the workman and is answered accordingly.

AWARD

In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.

Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, PRESIDING OFFICER

DATE: 06/03/2025

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 692.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स कुमार कार्गो सॉल्यूशन के प्रबंधन के संबद्ध नियोजकों और श्री जगमोहन सिंह के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स नं.- 37/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-36]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 692.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 37/2024**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Kumar Cargo Solution** and **Shri Jagmohan Singh** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. Z-16025/04/2025-IR(M)-36]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/37/2024Present: P. K. SrivastavaH.J.S.(Retd.)

Shri Jagmohan Singh,

Ghanghrauta, Thana-barhi,

Katni, M.P- 483770

Workman

Versus

M/s Kumar Cargo Solution,

Kuteshwar Limestone Mines,

Gairtalai, Barhi,

Katni, M.P. - 483770

Management

AWARD

(Passed on this 06th day of March-2025.)

As per letter dated 18/03/2024 by the Government of India, Ministry of Labour and Employment, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number **J-5(5)/2023-ALC** dt. 18/03/2024. The dispute under reference related to :-

“ Whether the action of the management of M/s Kumar Cargo Solution Kuteshwar Limestone Mines Barhi Katni (MP) to terminate the services of the workman Shri Jagmohan Singh without complying the provision of the ID Act 1947 is correct ? If not what relief the workman is entitled to ?”

After registering the case on reference received, notices were sent to the parties and were duly served on them. Time was allotted to the workman to submit his statement of claim. In spite of the allotment of time and service of notice, the workman never turned up and submitted his statement of claim. Management also did not file its written statement of claim/ defence. No evidence was ever produced by any of the parties in this Tribunal.

The Initial burden to prove his claim is on the workman. Since the workman did not file any pleading nor did he file any evidence, in the absence of any evidence in support of holding the claim of the workman not proved, the reference deserves to be answered against the workman and is answered accordingly.

AWARD

In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.

Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

DATE: 06/03/2025

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 693.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरिएण्टल इन्सुरेंस कम्पनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री रामप्रसाद के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स नं.- 30/2011) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. जेड-17012/15/2010-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 693.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 30/2011**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Oriental Insurance Company Limited** and **Shri Ramprasad** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. Z-17012/15/2010-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/30/2011

Present: P.K.Srivastava

H.J.S.(Retd.)

Shri Ramprasad,

S/o Shri Chanderlal Parmar,

R/o Vill. Lasudia Chhatradhar,

PO Singavada,

Tehsil & Distt. Dewas (MP)

Workman

Vs

The Manager,

The Oriental Insurance Co. Ltd.,

Patwardhan Marg, Dewas,

Dewas (MP)

Management

(JUDGMENT)**(Passed on this 06th day of March -2025)**

As per letter dated **07/04/2011** by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-17012/15/2010-IR(M) dt. **07/04/2011**. The dispute under reference relates to:

"Whether the action of the Branch Manager, Thej Oriental Insurance Co, Ltd. , Dewas in terminating the services of Shri Ram Prasad w.e.f. 18/07/2007 is justified? To what relief the workman is entitled for?"

The case of the Workman is that he was initially appointed on 13.12.2005 and worked continuously till 18.07.2007, when his services were terminated by Management without any notice or compensation which is against 25(f) of the Act. Hence, unjust, illegal and arbitrary. The Workman has thus prayed that holding the action of Management in terminating his services against law, he be held entitled to be reinstated with back wages and benefits.

Management has taken a case that, the Workman is not as defined under Section 2(s) of the Act because he was not appointed by Management as a Peon. He never completed 240 days continuously in any year. He was only a casual part-time worker engaged as and when required. According to Management, its engagement is not in violation of any law as stated by him. Management has requested that the reference be answered against the Workman.

In evidence, the workman has filed his affidavit as his examination-in-chief. He is not been cross-examined by Management in spite of opportunity given. Management has not filed any affidavit of any of its witness nor has proved any document. None was present at the time of argument. No written arguments were filed by any of the parties.

On perusal of record, it comes out that there is on record, only an affidavit of Workman which is un cross-examined. The workman side has not cared to prove any of the photocopy documents nor has Management side cared to cross-examine the Workman and his affidavit or prove their side of photocopy documents.

The Workman has stated that he continuously worked for 240 days with the Management in the year preceding date of his termination which is uncross examined, hence the case of the Workman that he worked with Management continuously for 240 days in the year preceding the date of his termination is held proved. The disengagement of the Workman by Management which is undisputedly without notice or compensation is held against law. Keeping in view the facts and circumstances of the case in hand, the lump sum compensation of Rs. 40,000/- in lieu of all the claims of the Workman will meet the ends of the Justice.

AWARD

Hence, holding the disengagement of the Workman by Management against law, the Workman is held entitled to a lump sum compensation of Rs. 40,000/- in lieu of all his claims payable to him within 60 days from date of publication of Award. Failing which interest @6% per annum from Award till payment.

DATE:- 06/03/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 694.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टीवीएस सप्लाय चेन सॉल्यूशंस लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री परमोद कुमार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़, पंचाट (रिफरेन्स नं.- 17/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-38]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 694.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 17/2024**) of the **Central Government Industrial Tribunal cum Labour Court-1, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in

relation to **TVS Supply Chain Solutions Ltd.** and **Shri Parmod Kumar** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. Z-16025/04/2025-IR(M)-38]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Brajesh Kumar Gautam, Presiding Officer, Chandigarh.

ID No.17/2024

Registered On:-05.07.2024

Parmod Kumar, Village Shera Panipat, Haryana-132113.

.....Workman

Versus

TVS Supply Chain Solutions Ltd. Panipat, Haryana.

.....Respondent

ORDER

Passed On:-16.01.2025

1. Present ID Case has been registered on the basis of communication through SamadhanPoortal. After registration of the case, notices were sent to workman and management. But notices under registered cover returned undelivered for reason, address incomplete.
2. Since the workman did not appear before this Court for filing his claim statement, it is useless to keep this proceeding pending. Therefore, the proceeding is dismissed for non-prosecution.
3. File after completion be consigned to the record room.

B.K. GAUTAM, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 695.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीएल अरोड़ा एच एंड टी कंट्रैक्टर के प्रबंधन के संबद्ध नियोजकों और श्री टिंकू के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़, पंचाट (रिफरेन्स नं.- 28/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-39]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 695.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 28/2024**) of the **Central Government Industrial Tribunal cum Labour Court-1, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **BlArora HT Contractor** and **Shri Tinku** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. Z-16025/04/2025-IR(M)-39]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Presiding Officer: Sh. Brajesh Kumar Gautam.

ID No. 28/2024

Registered On:-13.01.2025

Tinku, R/o H.No.234, Karnal, Haryana.

.....Workman

Versus

BlArora HT Contractor, Panipat, Haryana-132103.

.....Management

AWARD**Passed On:-07.04.2025**

1. Present ID Case has been registered on the basis of communication through Samadhan Portal. After registration of the case, notice was sent to workman. But notice under registered cover returned undelivered for reason, address incomplete.
2. Since the workman did not appear before this Court for filing his claim statement, it is useless to keep this proceeding pending. Therefore, the proceeding is dismissed for non-prosecution.
3. File after completion be consigned to the record room.

B.K. GAUTAM, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 696.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीएल अरोड़ा एच एंड टी कांटेक्ट्रक्टर के प्रबंधन के संबद्ध नियोजकों और श्री अंकित के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़, पंचाट (रिफरेंस नं.- 29/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-40]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 696.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 29/2024**) of the **Central Government Industrial Tribunal cum Labour Court-1, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **BL Arora HT Contractor** and **Shri Ankit** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. Z-16025/04/2025-IR(M)-40]

DILIP KUMAR, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.****Presiding Officer: Sh. Brajesh Kumar Gautam.**

ID No.29/2024

Registered On:-13.01.2025

Ankit, R/o Ekta Vihar Colony, Ward No.13, Panipat, Haryana.

.....Workman

Versus

BL Arora HNT Contractor, Panipat Naphta Crackers, CMU Unit, Panipat, Haryana-132103.

.....Management

Award**Passed On:-07.04.2025**

1. Present ID Case has been registered on the basis of communication through Samadhan Portal. After registration of the case, notice was sent to workman. But notice under registered cover returned undelivered for reason, address incomplete.
2. Since the workman did not appear before this Court for filing his claim statement, it is useless to keep this proceeding pending. Therefore, the proceeding is dismissed for non-prosecution.
3. File after completion be consigned to the record room.

B. K. Gautam, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 697.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीएल अरोड़ा एच एंड टी कांटेक्टोर के प्रबंधन के संबद्ध नियोजकों और श्री विनय सिंह के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़, पंचाट (रिफरेन्स न.- 31/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-42]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 697.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 31/2024**) of the **Central Government Industrial Tribunal cum Labour Court-1, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **BL Arora HT Contractor** and **Shri Vinay Singh** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. Z-16025/04/2025-IR(M)-42]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Presiding Officer: Sh. Brajesh Kumar Gautam.

ID No. 31/2024

Registered On:-13.01.2025

Vinay Singh R/o H.No.1507, Dadlana, Panipat-132140, Panipat, Haryana.

.....Workman

Versus

BL Arora HNT Contractor, Panipat Naphta Cracker Plant, (CMU) Unit, Panipat, Haryana-132103.

.....Management

AWARD

Passed On:-07.04.2025

1. Present ID Case has been registered on the basis of communication through Samadhan Portal. After registration of the case, notice was sent to workman. But notice under registered cover returned undelivered for reason, address incomplete.
2. Since the workman did not appear before this Court for filing his claim statement, it is useless to keep this proceeding pending. Therefore, the proceeding is dismissed for non-prosecution.
3. File after completion be consigned to the record room.

B. K. GAUTAM, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 698.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आईसीआईसीआई बैंक के प्रबंधन के संबद्ध नियोजकों और श्री सोनू कुमार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़, पंचाट (रिफरेन्स न.- 33/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-43]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 698.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 33/2024**) of the **Central Government Industrial Tribunal cum Labour Court-1, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **ICICI Bank** and **Shri Sonu Kumar** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. Z-16025/04/2025-IR(M)-43]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Brajesh Kumar Gautam, Presiding Officer, Chandigarh.

ID No. 33/2024

Registered On:-13.01.2025

Sonu Kumar R/o H.No.647/1, Village Sanpera, District Sonipat, Haryana-131039.

.....Workman

Versus

ICICI Bank Atlas Road Sonipat Haryana, ICICI Bank Atlas Road Sonipat Haryana, Sonipat Haryana-131001.

.....Management

ORDER

Passed On:-07.04.2025

1. Present ID Case has been registered on the basis of communication through Samadhan Portal. After registration of the case, notice was sent to workman. But notice under registered cover returned undelivered for reason, address incomplete.
2. Since the workman did not appear before this Court for filing his claim statement, it is useless to keep this proceeding pending. Therefore, the proceeding is dismissed for non-prosecution.
3. File after completion be consigned to the record room.

B. K. GAUTAM, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 699.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आईओसीएल के प्रबंधन के संबद्ध नियोजकों और श्री नीरज कुमार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़, पंचाट (**रिफरेन्स नं.- 34/2024**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-44]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 699.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 34/2024**) of the **Central Government Industrial Tribunal cum Labour Court-1, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **IOCL** and **Shri Neeraj Kumar** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. Z-16025/04/2025-IR(M)-44]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Presiding Officer: Sh. Brajesh Kumar Gautam.

ID No. 34/2024

Registered On:-13.01.2025

Neeraj Kumar R/o H.No.208, Army Enclave-iii, Dhina, Jalandhar Cantt, Jalandhar, Punjab-144022.

.....Workman

Versus

IOCL, Terminal Manager, Suchi Pind, Jalandhar, Punjab-144001.

.....Management

AWARDPassed On:-07.04.2025

1. Present ID Case has been registered on the basis of communication through Samadhan Portal. After registration of the case, notice was sent to workman. Notice under registered cover served properly and delivered to the workman as per postal track report, but none appeared on behalf of workman till the date for filing any claim petition.
2. Since the workman did not appear before this Court for filing his claim statement, it is useless to keep this proceeding pending. Therefore, the proceeding is dismissed for non-prosecution.
3. File after completion be consigned to the record room.

B.K. GAUTAM, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 700.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीएल अरोड़ा एच एंड टी कांटेक्टर के प्रबंधन के संबंध में नियोजकों और श्री अनुज कुमार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़, पंचाट (रिफरेंस नं.- 30/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-41]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 700.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 30/2024**) of the **Central Government Industrial Tribunal cum Labour Court-1, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **BL Arora HT Contractor** and **Shri Anuj Kumar** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. Z-16025/04/2025-IR(M)-41]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Presiding Officer: Sh. Brajesh Kumar Gautam.

ID No.30/2024

Registered On:-13.01.2025

Anuj Kumar R/o 16, Panipat Haryana-132140.

.....Workman

Versus

BL Arora HNT Contractor, Panipat Nefta Cracker (CMU Unit), Panipat, Haryana-132103.

.....Management

Award**Passed On:-07.04.2025**

1. Present ID Case has been registered on the basis of communication through Samadhan Portal. After registration of the case, notice was sent to workman. But notice under registered cover returned undelivered for reason, address incomplete.
2. Since the workman did not appear before this Court for filing his claim statement, it is useless to keep this proceeding pending. Therefore, the proceeding is dismissed for non-prosecution.
3. File after completion be consigned to the record room.

B. K. GAUTAM, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 701.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स ऑर्डनेंस फैक्ट्री के प्रबंधन के संबद्ध नियोजकों और ऑर्डनेंस फैक्ट्री प्रतिरक्षा मजदूर संघ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 28/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-37]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 701.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 28/2024) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Ordnance Factory** and **Ordnance Factory Pratiraksha Mazdoor Sangh** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. Z-16025/04/2025-IR(M)-37]

DILIP KUMAR, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR****NO. CGIT/LC/R/28/2024****Present: P.K.Srivastava****H.J.S..(Retd)**

Ordnance Factory Pratiraksha Mazdoor Sangh,
Katni, Eastland, Ordnance Factory, Katni,
Madhya Pradesh - 483501

Workman**Versus**

M/s Ordnance Factory Katni,
Ordnance Factory, Katni (M.P.)

Management

AWARD**(Passed on this 30th day of January-2025.)**

As per letter dated **24/01/2024** by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number **J-5(40)/2023-RLC** dt. **24/01/2024**. The dispute under reference related to :-

“Whether the charter of demand raised by the President Ordnance Factory Pratiraksha Mazdoor Sangh, Katni to the management of Ordnance Factory Katni for clubbing/merging of trades from the management and other demands are justified? If not what relief the members of union are entitled to?”

After registering the case on reference received, notices were sent to the parties and were duly served on them. Time was allotted to the workman to submit his statement of claim. In spite of the allotment of time and service of notice, the workman never turned up and submitted his statement of claim. Management also did not file its written statement of claim/ defence. No evidence was ever produced by any of the parties in this Tribunal.

The Initial burden to prove his claim is on the workman. Since the workman did not file any pleading nor did he file any evidence, in the absence of any evidence in support of holding the claim of the workman not proved, the reference deserves to be answered against the workman and is answered accordingly.

AWARD

In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.

Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

DATE: 30/01/2025

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 702.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार किंग सिक्योरिटी गार्ड सर्विस प्राइवेट लिमिटेड के प्रबंधन के संबंध में नियोजकों और श्री विकास कुमार इंगले के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स नं.- 09/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-46]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 702.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 09/2024**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The King Security Guard Service Private Ltd. and Shri Vikas Kumar Ingle** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. Z-16025/04/2025-IR(M)-46]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/09/2024

Present: P.K.Srivastava

H.J.S.(Retd.)

Shir Vikas Kumar Ingle,

3/85, Ward No. 79, Piparia Khamaria,

Jabalpur, M.P - 482005

Workman

Versus

**The King Security Guard Service Private Ltd.,
Jabalpur, M.P - 482005**

Management

AWARD

(Passed on this 06th day of March-2025.)

As per letter dated 18/12/2023 by the Government of India, Ministry of Labour and Employment, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number **J-8(4)/2023-ALC** dt. 18/12/2023. The dispute under reference related to :-

“ Whether the action of the Contractor King Security Guard Service Pvt. Ltd. to terminate Ifie services of the workman Shri Vrkas Kumar Ingle is valid ? If not what relief the workman is entitled for ? ”

After registering the case on reference received, notices were sent to the parties and were duly served on them. Time was allotted to the workman to submit his statement of claim. In spite of the allotment of time and service of notice, the workman never turned up and submitted his statement of claim. Management also did not file its written statement of claim/ defence. No evidence was ever produced by any of the parties in this Tribunal.

The Initial burden to prove his claim is on the workman. Since the workman did not file any pleading nor did he file any evidence, in the absence of any evidence in support of holding the claim of the workman not proved, the reference deserves to be answered against the workman and is answered accordingly.

AWARD

In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.

Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

DATE: 06/03/2025

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 703.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स सेंट्रल ओरडनन्स डिपो के प्रबंधन के संबद्ध नियोजकों और मोहम्मद शमीम एंड 4 अन्य के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स नं.- 67/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-45]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 703.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 67/2023) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Central Ordnance Depot and Mohammad Shamim and 4 others** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. Z-16025/04/2025-IR(M)-45]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR
COURT, JABALPURNO. CGIT/LC/R/67/2023Present: P.K.SrivastavaH.J.S.(Retd.)

Mohammad Shamim & 4 Others,

Army Sub Dipot, cod T No 1706 V/m Ranjhi Jabalpur,

Jabalpur, M.P. - 482005

Workman

Versus

M/s Central Ordnance Depot Jabalpur,

COD Jabalpur M.P.

Management

AWARD

(Passed on this 30th day of January-2025.)

Vide communication reference number **J-5(28)/2022-RLC** by the Deputy Chief Labour Commissioner (Central) Jabalpur, Ministry of Labour, New Delhi this reference is sent to the Tribunal under section-10 of Industrial Disputes Act, 1947 (in short the 'Act') The dispute under reference related to :-

“Whether the demand of workmen namely (1) Mohd. Shamin (2) Shri Anil Prajapati (3) Shri Arun Kumar (4) Shri Vijay Kumar and (5) Shri Ram Pal for posting to their Trade Area of work against the management of the commandant, Central Ordnance Depot, Jabalpur (M.P.) is legal, fair and justified? If yes, than what relief Workmen are entitled to and from which date?”

After registering the case on reference received, notices were sent to the parties and were duly served on them. Time was allotted to the workman to submit his statement of claim. In spite of the allotment of time and service of notice, the workman never turned up and submitted his statement of claim. Management also did not file its written statement of claim/ defence. No evidence was ever produced by any of the parties in this Tribunal.

The Initial burden to prove his claim is on the workman. Since the workman did not file any pleading nor did he file any evidence, in the absence of any evidence in support of holding the claim of the workman not proved, the reference deserves to be answered against the workman and is answered accordingly.

AWARD

In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.

Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

DATE: 30/01/2025

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 704.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और कोचीन रिफाइनरीज वर्कर्स एसोसिएशन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्नाकुलम, पंचाट (रिफरेन्स न.- 03/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-47]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 704.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 03/2024**) of the **Central Government Industrial Tribunal cum Labour Court, Ernakulam** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Bharat Petroleum Corporation Ltd.** and **Cochin Refineries Workers Associations** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. Z-16025/04/2025-IR(M)-47]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT: ERNAKULAM

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 6th day of March, 2025

ID No.3/2024

Between: The General Secretary,

Cochin Refineries Workers Associations,

Reg. No.7-82/91, VPP 1/427,

Bharat Petroleum Corporation Ltd.

Kochi Refinery, Ambalamughal,

Kerala - 682302

.....

Union/Petitioner

AND: The Deputy General Manager,

Bharat Petroleum Corporation Ltd.

Kochi Refinery, Post Bag No.2

Ambalamughal,

Ernakulam - 682302

.....

Management/Respondent

Appearances:

For the Petitioner : In person

For the Respondent: M/s Thomas & Thomas Advocates

AWARD

The Government of India, Ministry of Labour & Employment, Office of the Deputy Chief Labour Commissioner (C), Cochin by its order No.08/89/2022/B1 dated 09.01.2024, referred the following dispute under sub Section 5 of Section 12 read with Sub Section (2A) of Section 10 of the I.D. Act, 1947, for adjudication to this Tribunal between the management of M/s Bharat Petroleum Corporation Ltd. and their workman. The schedule of the reference is,

SCHEDULE

“Whether the action of Management of M/s Bharat Petroleum Corporation Ltd.,– Kochi Refinery is justified in reducing the monetary benefit under productivity incentive scheme? If no, what benefits the Workmen are eligible to?”

The reference is numbered in this Tribunal as I.D. No.3/2024 and the case is presently posted on 28.04.2025, for Appearance.

2. The matter was taken up today for hearing through video conference in view of the direction of Ministry of Labour & Employment, Government of India to conduct special campaign for disposal of cases vide letter dated 14.2.2025.

3. Heard both sides through video conference. The petitioner union has filed the memo with the averment that the industrial Dispute was settled with the management with a Long Term Settlement on 17.03.2024. Therefore, petitioner union prayed to permit the petitioner to withdraw the claim / ID treating it as not pressed in the interest of justice.

4. In the video conference the counsel for Respondent has also concurred the same.
5. Therefore, in view of the above, a No-dispute Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri N.K. Suresh, Secretary to the Court, corrected and signed by me on this the 6th day of March, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Union/Petitioner
NIL

Witnesses examined for the
Management/Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 705.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स भारत पेट्रोलीयम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और कोचीन रिफाइनरीज वर्कर्स एसोसिएशन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्नाकुलम, पंचाट (रिफरेन्स न.- 04/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-48]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 705.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 04/2024**) of the **Central Government Industrial Tribunal cum Labour Court, Ernakulam** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Bharat Petroleum Corporation Ltd. and Cochin Refineries Workers Associations** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. Z-16025/04/2025-IR(M)-48]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT: ERNAKULAM

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 6th day of March, 2025

ID No.4/2024

Between: The General Secretary,

Cochin Refineries Workers Associations,

Reg. No.7-82/91, VPP 1/427,

Bharat Petroleum Corporation Ltd.

Kochi Refinery, Ambalamughal,

Cochin, Kerala - 682302

Union/Petitioner

AND: The Deputy General Manager,
M/S Bharat Petroleum Corporation Ltd.
Kochi Refinery, Post Bag No.2
Ambalamughal,
Ernakulam - 682302

..... Management/Respondent

Appearances:

For the Petitioner : In person

For the Respondent: M/s Thomas & Thomas Advocates

AWARD

The Government of India, Ministry of Labour & Employment, Office of the Deputy Chief Labour Commissioner (C), Cochin by its order No.08/88/2022/B1 dated 09.01.2024, referred the following dispute under sub Section 5 of Section 12 read with Sub Section (2A) of Section 10 of the I.D. Act, 1947, for adjudication to this Tribunal between the management of M/s Bharat Petroleum Corporation Ltd. and their workman. The schedule of the reference is,

SCHEDULE

“Whether the Management of M/s Bharat Petroleum Corporation Ltd.— Kochi Refinery is justified in reducing the Safety Incentive of the workmen? If not, what benefits are the workmen are eligible to?”

The reference is numbered in this Tribunal as I.D. No.4/2024 and the case is presently posted on 28.04.2025, for Appearance.

2. The matter was taken up today for hearing through video conference in view of the direction of Ministry of Labour & Employment, Government of India to conduct special campaign for disposal of cases vide letter dated 14.2.2025.

3. Heard both sides through video conference. The petitioner union has filed the memo with the averment that the industrial Dispute was settled with the management with a Long Term Settlement on 17.03.2024. Therefore, petitioner union prayed to permit the petitioner to withdraw the claim / ID treating it as not pressed in the interest of justice.

4. In the video conference the counsel for Respondent has also concurred the same.

5. Therefore, in view of the above, a No-dispute Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri N.K. Suresh, Secretary to the Court, corrected and signed by me on this the 6th day of March, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Union/Petitioner
NIL

Witnesses examined for the
Management/Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 706.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और कोचीन रिफाइनरीज वर्कर्स एसोसिएशन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्नाकुलम, पंचाट (रिफरेन्स नं.- 09/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-49]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 706.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 09/2024**) of the **Central Government Industrial Tribunal cum Labour Court, Ernakulam** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Bharat Petroleum Corporation Ltd.** and **Cochin Refineries Workers Associations** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. Z-16025/04/2025-IR(M)-49]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT: ERNAKULAM

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 6th day of March, 2025

ID No. 9/2024

Between: The General Secretary,

Cochin Refineries Workers Association,

Reg. No.7-82/91, VPP 1/427,

Ambalamughal, Cochin,

Ernakulam, Kerala - 682302

.....

Union/Petitioner

AND: The Deputy General Manager,

Bharat Petroleum Corporation Ltd.

Kochi Refinery, Post Bag No.2,

Ambalamughal,

Ernakulam - 682302

..... Management/Respondent

Appearances:

For the Petitioner : In person

For the Respondent: M/s Thomas & Thomas Advocates

AWARD

The Government of India, Ministry of Labour & Employment, Office of the Deputy Chief Labour Commissioner (C), Cochin by its order No.08/174/2022/B1 dated 10.01.2024, referred the following dispute under sub Section 5 of Section 12 read with Sub Section (2A) of Section 10 of the I.D. Act, 1947, for adjudication to this Tribunal between the management of M/s Bharat Petroleum Corporation Ltd. and their workman. The schedule of the reference is,

SCHEDULE

“Whether the action of management of M/s Bharat Petroleum Corporation Ltd.– Kochi Refinery is justified in reducing the monetary benefit under Productivity Incentive Scheme? If not, what benefits the workmen are eligible to?”

The reference is numbered in this Tribunal as I.D. No.9/2024 and the case is presently posted on 01.05.2025, for Appearance.

2. The matter was taken up today for hearing through video conference in view of the direction of Ministry of Labour & Employment, Government of India to conduct special campaign for disposal of cases vide letter dated 14.2.2025.

3. Heard both sides through video conference. The petitioner union has filed the memo with the averment that the industrial Dispute was settled with the management with a Long Term Settlement on 17.03.2024. Therefore, petitioner union prayed to permit the petitioner to withdraw the claim / ID treating it as not pressed in the interest of justice.

4. In the video conference the counsel for Respondent has also concurred the same.

5. Therefore, in view of the above, a No-dispute Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri N.K. Suresh, Secretary to the Court, corrected and signed by me on this the 6th day of March, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Union/Petitioner

NIL

Witnesses examined for the

Management/Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 707.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबंध में नियोजकों और कोचीन रिफाइनरीज वर्कर्स एसोसिएशन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्नाकुलम, पंचाट (रिफरेन्स नं.- 16/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-50]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 707.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 16/2024**) of the **Central Government Industrial Tribunal cum Labour Court, Ernakulam** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Bharat Petroleum Corporation Ltd.** and **Cochin Refineries Workers Associations** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. Z-16025/04/2025-IR(M)-50]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT: ERNAKULAM

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 6th day of March, 2025

ID No. 16/2024

Between: The General Secretary,

Cochin Refineries Workers Association,

Bharat Petroleum Corporation Ltd.,

Kochi Refinery, Reg. No.7-82/91, VPP 1/427,

Cochin, Kerala - 682302

Union/Petitioner

AND: The Deputy General Manager,

Bharat Petroleum Corporation Ltd.

Kochi Refinery, Post Bag No.2,

Ambalamughal,

Ernakulam - 682302

..... Management/Respondent

Appearances:

For the Petitioner : In person

For the Respondent: M/s Thomas & Thomas Advocates

AWARD

The Government of India, Ministry of Labour & Employment, Office of the Deputy Chief Labour Commissioner (C), Cochin by its order No.08/87/2022/B1 dated 20.02.2024, referred the following dispute under sub Section 5 of Section 12 read with Sub Section (2A) of Section 10 of the I.D. Act, 1947, for adjudication to this Tribunal between the management of M/s Bharat Petroleum Corporation Ltd. and their workman. The schedule of the reference is,

SCHEDULE

“Whether the act of the management of M/s Bharat Petroleum Corporation Ltd.–Kochi Refinery is justified in transferring the workmen without considering their promotion prospects? If not, what benefits are the Workmen are eligible to?”

The reference is numbered in this Tribunal as I.D. No.16/2024 and the case is presently posted on 19.05.2025, for Appearance.

2. The matter was taken up today for hearing through video conference in view of the direction of Ministry of Labour & Employment, Government of India to conduct special campaign for disposal of cases vide letter dated 14.2.2025.

3. Heard both sides through video conference. The petitioner union has filed the memo with the averment that the industrial Dispute was settled with the management with a Long Term Settlement on 17.03.2024. Therefore, petitioner union prayed to permit the petitioner to withdraw the claim / ID treating it as not pressed in the interest of justice.

4. In the video conference the counsel for Respondent has also concurred the same.

5. Therefore, in view of the above, a No-dispute Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri N.K. Suresh, Secretary to the Court, corrected and signed by me on this the 6th day of March, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Union/Petitioner

NIL

Witnesses examined for the

Management/Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 708.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार फेरो स्क्रैप निगम लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और फेरो स्क्रैप निगम लिमिटेड एम्प्लाइज यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, आसनसोल, पंचाट (रिफरेन्स न.- 31/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.04.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-51]

दिलीप कुमार, अवर सचिव

New Delhi, the 23rd April, 2025

S.O. 708.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 31/2023**) of the **Central Government Industrial Tribunal cum Labour Court, Asansol** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Ferro Scrap Nigam Limited** and **Ferro Scrap Nigam Limited Employees Union** which was received along with soft copy of the award by the Central Government on 23.04.2025.

[No. Z-16025/04/2025-IR(M)-51]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL.

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 31 OF 2023

PARTIES: Ferro Scrap Nigam Limited Employees Union, Durgapur.

Vs.

Management of Ferro Scrap Nigam Limited, Durgapur.

REPRESENTATIVES:

For the Union/Workmen: None.

For the Management of FSNL: None.

INDUSTRY: Iron and Steel.

STATE: West Bengal.

Dated: 08.09.2023.

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Ministry of Labour, Government of India through the Office of the Deputy Chief Labour Commissioner (Central), Asansol, vide its Order **No. 1(17)/2023/E** dated 01.06.2023 has been pleased to refer the following dispute between the employer, that is the Management of Ferro Scrap Nigam Limited, Durgapur and their workmen for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the management of Ferro Scrap Nigam Limited, Durgapur Unit in not settling the demand of the revision of wages of the non-executive employees of Ferro Scrap Nigam Limited, Durgapur Unit w.e.f. 01.01.2017, which is pending since long, is justified or not? If not, what relief the non-executive employees are entitled to? ”

1. On receiving Order **No. 1(17)/2023/E** dated 01.06.2023 from the Deputy Chief Labour Commissioner (Central), Asansol, Ministry of Labour, Government of India, for adjudication of the dispute **Reference case No. 31 of 2023** was registered on 07.06.2023 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses.

2. The case is fixed up today for appearance and filing written statement, in default for passing of final order. On repeated calls at 01:20 pm none appeared for the parties.

3. After Notice was issued under registered post on 16.06.2023 Track Consignment Report of India Post indicates that the item was delivered to the addressee on 19.06.2023.

No one has turned up since then. Considering the disinclination of the union representative to proceed with this case, I am of the view that representative of the workmen is not eager to pursue the matter. Industrial Dispute is therefore dismissed in the form of a **No Dispute Award**.

Hence,

ORDERED

that a **No Dispute Award** be drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2025

का.आ. 709.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आरआरसीएफ लिमिटेड चेंबूर मुंबई; अमेया एंटरप्राइजेज, काजुवाड़ी, अंधेरी (पूर्व), मुंबई, के प्रबंधन के संबद्ध नियोजकों और उनके कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय-2, मुंबई, पंचाट (संदर्भ संख्या Ref.no.CGIT-1/4 of 2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 24.04.2025 को प्राप्त हुआ था।

[सं. एल – 42025-07-2025-107-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 24th April, 2025

S.O. 709.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. no. CGIT-1/4 of 2017) of the **Central Government Industrial Tribunal cum Labour Court-2, Mumbai**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **RRCF Limited Chembur Mumbai ; Ameya Enterprises, Kajuwadi, Andheri (East), Mumbai, and Their workman**, which was received along with soft copy of the award by the Central Government on 24.04.2025.

[No. L-42025-07-2025-107-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

SHRIKANT K. DESHPANDE

Presiding Office

APPLICATION REFERENCE NO. CGIT-2/4 of 2017

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

1. RCF Limited,

Administrative Building,
Marvali, Chembur,
Mumbai - 400 071.

2. Ameya Enterprises,

House No.4, Trimurti Chawl,
Kajuwadi, Andheri (East),
Mumbai- 400 099.

AND

THEIR WORKMEN.

Smt. Rukmini Hanumanta Gajare,
PMGP Colony, Room No.1,
Trimurti Chawl,
23, Mohite Patil Nagar,
A Ward, Mankhurd,
Shivaji Nagar,
Mumbai- 400 043.

APPEARANCES:

First Party No. 1	:	Mr. S. Alva. Advocate.
First Party No. 2	:	No appearance.
Second Party	:	Mr. R.D. Bhat Advocate.

AWARD**(Delivered on 07.03.2025)**

This is an application filed under section 2A (2) of the Industrial Disputes Act 1947.

2. The Second Party started working as a Gardener in the Horticulture Department of First Party No.1 since 1984 as contract worker, lastly working with the First Party No.2 and worked till 31.07.2016. The Second Party was a member of General Employees Association, that union entered into settlement with First Party No.2 in presence of First Party No.1 as principal employer on 14.01.2013 and as per settlement it was agreed that, the contract workers shall be continued in service till the age of 58 years.

The Second Party added that, the First Party No.2 by letter dated 21.07.2016 informed that, her date of birth is 20.06.1958 and completing age of 60 years. Thereafter, she approached to the First Party No.2 with original school leaving certificate in which her date of birth has been mentioned as 15.06.1964, still she did not allow to work on 31.07.2016 and superannuated from service. The union took up the matter with First Party No.1 & 2, however failed, therefore she raised an Industrial Dispute. The Second Party further added that, she studied upto Vth standard and signed whenever receives salary or where required, still the First Party No.2 did not allow to continue in service, wrongfully superannuated w.e.f. 01.08.2016 and thereby retrenched her services, without following the provisions of law, thus the Second Party prays for direction to the First Party No.1 & 2 to permit work upto normal date of superannuation till 30.06.2024 and pay wages and thereby requesting to answer the Reference in affirmative.

3. The First Party No.1 resisted the claim of the Second Party by reply Ex-5. The First Party No.1 contended that, the Second Party is not their employee and there was no employer-employee relationship as such the present Reference is not tenable under law. Similarly, the Second Party has not been dismissed, discharged or retrenched in connection with an Industrial Dispute and cannot be treated as "workman" u/s. 2(s) of I.D. Act. Superannuation on completion of 58 years cannot be the subject matter of Reference as such the present Reference is not maintainable.

The First Party No.1 further contended that, its company is a Government Company, the entire Board of Directors and Chairman are appointed by President or India and company following all Rules & Regulations before engaging any contractor and being principle employer having registration u/s. 7 of Contract Labour (Regulation & Abolition Act 1970. The First Party No.1 also contended that, the First Party No.2 was awarded contract for carrying out jobs relating to maintenance of the gardens who was having valid license. The age of superannuation of employee is 58 years. The Second Party was given letter dated 27.01.2016, informing about attaining the age of superannuation, however denied that, the date of birth of the Second Party is 15.06.1964. In the nomination form of Provident Fund, the Second Party gave details about age as 20.07.1956 in theyear 1994. On the basis of submission of school leaving certificate date of birth as well as date of superannuation at the fag end, after superannuation cannot be changed. As per practice, the date or superannuation was intimated and the Second Party was allowed to work till the end of that month, however denied that decision of superannuation is illegal, amounts to retrenchment and the Second Party is entitled for relief as prayed and requested that, the Reference be answered in the negative.

4. The First Party No.2 not filed reply, hence my Learned predecessor was pleased to proceed the Reference without reply of the First Party No.2.

5. My Learned predecessor has framed the issues at Ex-10. My findings and reasons to them are as below-

ISSUES**FINDINGS**

1. Whether the first party employer

is justified in not considering

the date of birth of second

party workman as per school

leaving certificate submitted

by her?

Yes.

2. Whether in view of date of birth as per school leaving certificate, the first party is justified in retiring the second party workman on 31st July 2016?

Yes.

3. What relief?

No relief.

4. What award?

As per Award.

REASONS

6. Issue No.1 & 2- Both the issues are interrelated therefore answered together. In support of her claim, the second party has examined herself at Ex-11, she was cross examined by counsel for First Party No.1, whereas the First Party No.1 filed an affidavit of Ameya More at Ex-17 and Umakant Bakhal at Ex-18 on their behalf, subjected them for cross examination.

It has come on record and not much disputed that, the Second Party was working as a Gardener in the Horticulture Department of the First Party No.1 since 1984, she was contract worker and she was continued in service as a contract worker till 31.07.2016 with various contractors. Lastly, she was working with Ameya Enterprises i.e., the First Party No.2 and her services were came to an end on attaining age of superannuation by letter dated 21.07.2016 (Ex-12), on completion of 60 years of age w.e.f. 31.07.2016.

7. The Second Party came up with specific case that, her date of birth is 15.06.1964 and accordingly she was completing 60 years of age on 15.06.2024 and in support of her contention she mainly relied on the xerox copies of school leaving certificate **Ex-14** and student entry enrollment register **Ex-13**, in which the date of birth of the Second Party is shown as 15.06.1964.

As against this, the proprietor of M/s. Ameya Enterprises Mr. Ameya More stated on oath before the Tribunal that, Ameya Enterprises is a licensed contractors under the Contract Labour (Regulation & Abolition) Act 1970, rendering contractual services in the field of housekeeping and up keeping gardens and had a contract with the First Party No.1 during 01.02.2015 to 31.07.2017. The Second Party was employee of M/s. Ameya Enterprises and as per record the Second Party had given her date of birth as 20.07.1956 way back in 1994. The particulars given in nomination of Provident Fund and declaration form by Second Party including her date of birth, her husband's name and address, accordingly the Second Party was correctly retired on attaining age of superannuation i.e., 60 years. The said date of birth is also mentioned in the L.I.C. Group Gratuity Scheme, and the Nomination and Declaration form Ex-3/A is available on record, which is filed by the Second Party, however denied in cross examination that, on the pressure of Mr. B.D. Shinde, DGM of First Party, the services of the Second Party were superannuated.

8. The another witness of the First Party No.1 stated in the affidavit that, the Second Party was never the employee of the First Party No.1. There was no relationship of employer and employee between the First Party No.1 & the Second Party. The First Party No.1 is having Registration under Contract Labour (Regulation & Abolition) Act, 1970. The contractor is advised that, the 36 workmen engaged through contractor shall be continued to be engaged and protected by various High Court Orders and the Second Party is one of the mandatory Contractor Labour. During cross examination, Article A, B & C was filed by the First Party No.1. Article C was received from L.I.C., however denied that, the same was given as per the instructions given by the First Party No.1 to L.I.C., the said document is in respect on Group Gratuity Scheme.

From the above discussed oral as well as documentary evidence it is clear that, the Second Party was superannuated on attaining age of superannuation of 60 years, on the basis of nomination of Provident Fund entry, in which date birth of the Second Party is shown as 15.06.1964, whereas as per school leaving certificate and also student entry enrollment register, the date of birth of the Second Party is shown as 15.06.1964.

9. Mr. R. D. Bhat Learned Advocate appearing on behalf of the Second Party strongly contended that, the date of birth of the Second Party mentioned as 15.06.1964 in the school leaving certificate and also student entry enrollment register is authentic and also acceptable. The Second Party studied upto Vth standard, she can put her signature, wherever required. Whereas in the nomination of Provident Fund bears the thumb impression, therefore the thumb-impression is not of Second Party and cannot be accepted. He put his reliance on the decision of **Supreme Court between M/s. Bharat Coking Coal Ltd. & Anr. and Chhota Birsia 2014 (142) FLR 1005.**

10. Whereas Mr. Alva Counsel for the First Party No.1 submitted that, the nomination of Provident Fund Ex-3/A was filled up as per instruction given by the Second Party and the Second Party put her thumb impression on it, in which date of birth of the Second Party was mentioned as 20.07.1956, as such the date of birth mentioned in nomination of P.F. is acceptable. He invited my attention to the various decisions reported in **Anant Ram v/s. The**

State of Punjab 1974 Law Suit (P & H) 121. Mohan Das Singh & Ors. v/s. Rajni Kant & Anr. 2010 Law Suit (SC) 542, Birad Mal Singhvi v/s. Anand Purohit 1988 Law Suit (SC) 448 & between India General Navigation v/s. their workmen 1965 (2) LLJ 437.

11. I have given anxious considerations to the oral submissions advanced on behalf of the parties, in the light of oral as well as documentary evidence available on record. There appears no dispute about the employment of the Second Party with the First Party No.1 as a contract employee of the First Party No.2 since 21.07.2016 and her services were came to an end on account of superannuation w.e.f. 01.08.2016, however the dispute appears about the actual date of birth of the Second Party and thereby date of superannuation. According to the Second Party, her actual date of birth is 15.06.1964 and to substantiate the same, the Second Party mainly relied on the 'school leaving certificate'. Whereas as per First Party, the date of birth of the Second Party is 20.06.1958 and in support of this, the First Party relied the 'Nomination of Provident Fund' as such the question falls for the consideration is which document is more reliable to accept as a proof of date of birth of the Second Party.

12. It is worthwhile to mention here that, though the Second Party put her reliance on the copy of school leaving certificate on which the date of birth of the Second Party is shown as 15.09.1964, however the Second Party brought the school leaving certificate after superannuation from service. There is no explanation from the Second Party as to why this certificate was not produced earlier during her employment. Not only this but, the Second Party failed to adduce the oral evidence of school authority before the Tribunal to substantiate the school leaving certificate produced before the Tribunal and the Second Party stated in the cross-examination that, she submitted an application for school leaving certificate in July 2016 (7116) i.e., just prior to the date of superannuation w.e.f. 01.08.2016, as such it can be said that, the action of the Second Party is after thought.

13. Similarly, the school leaving certificate or any document of school has less evidential value and cannot be accepted as good proof to prove the actual date of person as the persons give the false age at the time of admission to a school. Not only this but, on any of the school document there is no mentioned that, the date of birth is recorded based on the documents of birth nor the person having information has been examined.

14. I have carefully gone through the various decisions relied on behalf of the First Party No.1, in **Anant Ram v/s. State of Punjab** relied by the First Party (supra), it has been appreciated by the Hon'ble Lordship of Punjab & Haryana High Court that, "the entries in the school registers are of little value as evidence of age. The statement of age of a person in school register, in absence of evidence to show that, on what material the entry in the register was made, has not much evidentiary value.

In **Madan Mohan Singh & Ors. v/s. Rajnikant & Anr.** (supra) admissibility of document is one thing and its probative value quite another, a documents may be admissible and yet may not carry any conviction and weight of its probative value may be nil. It has been further appreciated that, if the entry was made in an official record by the concerned official in the discharge of his official duty, it may have weight but still may require corroboration by the person on whose information the entry has been made.

In **Birad Mal v/s. Anand Purohit** (supra) it has been observed by the Apex Court of the land that, date of birth mentioned in the school's register of Secondary school certificate has no probative value unless either the parents are examined or the person on whose information the entry may have been made, is examined.

I have also gone through the decision in case between **M/s. Bharat Coking Coal Ltd. & Anr. and Chhota Birsa**, relied on behalf of the Second Party. There cannot be any quarrel about the ratio laid down in that matter however I do not think that, the same is anyway helpful in the present matter as distinguishable on facts.

There is no corroborative evidence to support the school leaving certificate nor any evidence of school person was examined to before the Tribunal to prove the school leaving certificate and the same is after thought. Thus it is clear from the above discussion that, the school leaving certificate and document issued by school in respect of date of birth cannot be accepted.

15. Moreover, the First Party No.1 relied on the copy of nomination of Provident Fund (Ex-3/A), on perusal of the said document it seems that, the same is Declaration & Nomination form under the Employees' Provident Funds and Employees' Family Pension Schemes, by which the employees nominate the person to receive the amount standing to employee credit in the EPF and in that nomination the Second Party declares Shri Hanumanta R. Gajre husband as her nominee and in that nomination form, the date of birth of the Second Party is shown as 20.07.1956.

16. True it is that, on the nomination form there is thumb impression of the Second Party and the Second Party denies the same by saying that, she used to sign whenever she received the wages. In fact, this document is Government Document and the contents therein must be filled therein on the basis of information given by the Second Party. The witness Ameya More stated during cross-examination that, the hand written matter mentioned in Ex-3/A is of his father and considering the nature of information mentioned therein it is certain that, the same must have been given by Second Party only. As such the Nomination Provident Fund being a Government Document certainly seems to be reliable and acceptable.

17. The learned counsel appearing on behalf of the First Party invited my attention to the decision of the Supreme Court between **Indian General Navigation and Railway Company Ltd and another and the worker (supra)**, in the matter before Hon'ble Lordship, a workman retired as superannuated on the strength of date and day of his birth declared for the purposes of his Provident Fund account, in that matter the date of birth entered in the school registers was accepted, in which it has been appreciated that, declaration about the day and date of his birth for the purposes of Provident Fund accounts on the strength of which the employer fixed his age and retired him has been accepted.

It is clear from the above discussion coupled with the decisions of Superior Court, it can be safely said that, the date of birth entered in the nomination of Provident Fund is proper and acceptable and by not considering the date of birth of the Second Party as per the school leaving certificate is justified. In brief, the First Party employer is certainly justified in not considering the date of birth of the Second Party workman as per school leaving certificate and the First Party is justified in retiring the Second Party workman on 31st July 2016. Hence, I answer these issues in **affirmative**.

18. **Issue No.3** - I have observed earlier that, the First Party employer is justified in retiring Second Party workman on 31.07.2016 by not considering the date of birth as per school leaving certificate, therefore the Second Party is not entitled for reliefs as claimed, hence I answer this issue in the **negative**.

19. **Issue No.4** - As per following Award.

AWARD

- i. The Reference is answered in the negative.
- ii. The Second Party is not entitled for reliefs as claimed.
- iii. No order as to costs.
- iv. The copy of Award be sent to the Government.

Date: 07-03-2025

SHRIKANT K. DESHPANDE, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2025

का.आ. 710.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय अहमदनगर के पंचाट (12/2018) प्रकाशित करती है।

[सं. एल – 12012/100/2017-आईआर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 25th April, 2025

S.O. 710.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.12/2018) of the *Indus.Tribunal-cum-Labour Court Ahmednagar* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12012/100/2017- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

IN THE INDUSTRIAL COURT AT AHMEDNAGAR. **BEFORE SAMEENA KHAN, MEMBER.**

Reference (I.T.) No. 12/2018.

(CNR – MHIC-160000462018)

1. Zonal Manager,
Central Bank of India,
317, M.G. Road,

Pune – 411011.

2. Regional Manager,
Central Bank of India,
Regional Office,
Aurangabad Plot No. 113, 5/5/72,
New Osmanpura, Aurangabad 431001.

- 2-A. Regional Manager,
Central Bank of India,
Plot No. P-56, M.I.D.C.,
Sahyadri Chowk,
Nagapur, Ahmednagar.

3. Branch Manager,
Central Bank of India,
Branch – Ganore, At Post Ganore,
Tq. Akole, Dist. Ahmednagar.

... **First Party.**

VERSUS

Ravindra Shantaram Aher,
Age : 42 years, Occu. : Service,
R/o. At Post Ganore, Tq. Akole,
Dist. Ahmednagar.

... **Second Party.**

APPEARANCE :-

Smt. T. T. Kakad, Ld. Adv. for First Party.

Shri. K.Y. Modgekar, Ld. Adv. for Second Party.

AWARD

(Delivered on 20/03/2025)

1. The Central Government, in exercise of its powers under Clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (for the sake of brevity, referred to as “the I.D. Act”), has referred the dispute between the parties for adjudication to this Industrial Tribunal, vide its orders dated 09.03.2018.

2. The terms of Reference as per Schedule is as follows :-

“Whether the claim of the workman Shri. Ravindra Shantaram Aher (working as temporary Safai Karamchari since 01.08.2011) on the management of Central Bank of India, Ganore Branch (2495) for absorbing him in the post of permanent full time Safai Karamchari is justified? If yes, to what relief the workman concerned is entitled to?”

For the sake of brevity, the Second Party Workman Shri. Ravindra Shantaram Aher will be referred to as ‘the Workman’, and the First Party Central Bank of India will be referred to as the ‘the Bank’.

3. After the dispute was received for adjudication, notices were issued to the parties. In response thereof, the Workman has filed his Statement of Claim at Exh. U-4 and amended Statement of Claim at Exh. UA-1. The facts of the case as pleaded in the Statement of Claim by the Workman is crystallized as follows :-

- i) Since 01.08.2011, the Workman is working with the Bank on daily wages as a Safai Karmachari / Unskilled Worker / Peon Class-IV.
- ii) It is submitted that he has worked continuously since 01.08.2011 till filing of the Statement of Claim.
- iii) The legal provisions as provided under Sections 25-F, 25-G and 25-H, and Rules 80 and 81 of the I.D. Act are applicable to the Bank.
- iv) It is submitted that as per the Rules applicable to the Bank, it is obligatory to grant permanency to the Workman who has worked for more than 45 days.
- v) During his service tenure, the Workman has completed 240 days of service each year. The nature of work

performed by him is of permanent nature. He was performing the work like other permanent Safai Karmachari.

vi) However, no permanency was granted to him and he was not absorbed in permanent employment in breach of service Rules and agreement with the Union, on completion of 45 days of his service.

vii) The Workman submits that he is belonging to Hindu Maratha Caste. His birth date is 20.01.1977, and his educational qualification is T.Y. B.A..

viii) Other employees junior to the Workman are still retained in the services.

ix) The Workman, therefore, prays to be absorbed him in the service as a permanent employee with consequential benefits.

4. The Bank filed its Written Statement at Exh. C-3, inter alia resisting the claim of the Workman as not maintainable. According to the Bank there is no cause of action for raising the dispute. There is no employer-employee relationship between the Bank and the Workman, and therefore, the Workman has no locus standi to raise dispute.

5. It is further submitted that the Workman was never appointed by the Bank as its workman nor he has worked on permanent basis with the Bank. The Workman is appointed on daily wages for specific purpose as per availability of work. He is called to work whenever there was necessity.

6. It is further submitted that there is Statutory Recruitment Rules applicable for appointment with the Bank. As per the Recruitment Rules, an advertisement is published and on application as per the advertisement, eligible candidates are required to appear for examination and on the basis of merit list of said exam, the recruitment is done. There is no Rule to grant absorption or permanency to the employee on completion of 45 days of service on daily wage.

7. The Bank submits that whenever there is availability of work, the Workman would be called and allotted work. The Workman being on daily wages, his contract of employment is for a particular day only, and therefore, it cannot be said that the Workman was or is entitled for permanency. Moreover, the Regional Manager is not appointing authority for the Bank.

8. With these contentions, it is prayed that the claim of the Workman be rejected.

9. Considering the above facts and circumstances, Issues have been framed by my Learned Predecessor at Exh. O-6, and I have given my findings on them, for the reasons stated below, are as under :-

Sr. No.	Issues	Findings
1.	Whether there exists employer-employee relation between the First Party and the Second Party.	Affirmative.
2.	Whether the claim of the Second Party Workman Mr. Ravindra Shantaram Aher, on the Management of Central Bank of India, Ganore Branch for absorbing him in the post of permanent full time Safai Karmachari, is justified?	Partly Affirmative.
3.	If yes, to what relief the Second Party Workman is entitled for?	As per final Award.

10. On behalf of the Workman, oral evidence is led at Exh. U-17 and Exh. U-27. The Workman has filed documents on record along with lists Exh. U-8, U-12, Exh. U-14 is a Inspection Report with statement attached, Exh. U-16, U-22, and Exh. U-24. On behalf of the Bank its Branch Manager is examined at Exh. C-10.

11. Heard Learned Advocate Mr. K. Y. Modgekar on behalf of the Workman, and Learned Advocate Mrs. T. T. Kakad on behalf of the Bank. Perused the order of Reference, Statement of Claim, Written Statement, oral as well as documentary evidence on record. Both the parties have relied upon case laws in respect of their respective contentions, which is also considered. Learned Advocate for both the parties took me through the entire oral as well as documentary evidence on record and vehemently argued the matter in support of their respective contentions.

12. Learned Advocate Mr. K.Y. Modgekar, on behalf of the Workman vehemently argued the matter and submitted that the Workman is in continuous employment with the Bank, and during his service tenure from 01.08.2011 till this date, he has completed 240 days of service in each year. He further strenuously argued that as per the settlement with Union functioning in the Bank, it is agreed that daily wager or casual employee who worked for more than 45 days would be absorbed in permanent service. However, the Bank has not complied with the terms of settlement with the Union. Therefore, the Workman is entitled for absorption as a permanent Safai Karmachari / Peon.

In support of his submissions, he relied upon the following case laws :-

- 1) *Jaggo V/s. Union of India and others, reported in 2025 (1) Bom.L.C. 261 (SC).*
- 2) *H.D. Singh V/s. Reserve Bank of India and others, Civil Appeal No. 6417/NL/1983 dated 10.09.1985.*
- 3) *Trade-Wings Limited V/s. Prabhakar Dattaram Phodkar of Bombay and Ors, reported in 1992 LR (1) 480.*
- 4) *Umesh Saxena V/s. Presiding Officer, Labour Court, Agra and others, reported in 1993 FLR (66) 566.*
- 5) *Divisional Secretary, Maharashtra State Board of Secondary and Secondary Education, Nagpur and another V/s. Mohd. Naim s/o Abdul Rahim, reported in 2009 (1) Bom. LC 453 (Bom).*
- 6) *Jayantibhai Raojibhai Patel V/s. Municipal Council, Narkhed, Civil Appeal No. 6188 of 2019, arising out of SLP (C) No. 8112 of 2019, dated 21.08.2019.*
- 7) *M.P. Electricity Board, Vidisha V/s. Hariram and another, reported in 2000 (87) FLR 750.*
- 8) *Samishta Dube V/s. City Board, Etawah & Another, reported in 1999 CLR 460.*
- 9) *General Manager, Telecom, Nagpur and others V/s. Naresh Brijlal Charote, reported in 2001 LAB I.C. 2127.*
- 10) *Gauri Shankar Vs. State of Rajasthan, reported in 2015 LLR 785.*
- 11) *Bright Export Limited v/s. Central Board of Trustee, EPF Organisation, reported in 2016 LLR 487.*
- 12) *Sanjay Kumar s/o Surendra Kumar Sharma V/s. Chief Executive Officer, Janpad Panchayat, Ratlam, reported in 2010 LLR 1065.*
- 13) *Central Welfare Board and Others V/s. Ms. Anjali Bepari and Others, reported in 1996 LLR 1089.*
- 14) *Vilas Agaji Pawar and others V/s. The Union of India Additional Solicitor General and Others, Writ Petition No. 379 of 2024 dated 12th January, 2024.*
- 15) *Chief Conservator of Forests, Pune (T) and another, V/s. Janabai Sonaba Sarpale, reported in 2019 (1) Bom.LC 18.*
- 16) *K.V. Durga Prasad & Ors. V/s. Sri. Durgamalleshwara Swami Vari Devasthanam Vijayawada & Ors., reported in 1996 LLR 329.*
- 17) *Spentex Industrial Limited V/s. Member, Industrial Court, Nagpur and others, reported in 2011 (131) FLR 843.*

13. Per contra, Learned Advocate Mrs. T. T. Kakad on behalf of the Bank has vehemently submitted that being a Nationalized Bank the Bank is governed by its Recruitment Rules. No recruitment or appointment in the Bank can be done without following due procedure of recruitment. The Workman cannot be allowed back door entry as claimed in this Reference. Further it was strenuously submitted that the Workman being a daily wager has no right of employment and further to be absorbed in the service. The workman being a daily wager and not in regular employment with the Bank, cannot be said to be a Workman of the Bank, and therefore, lacking relationship between the Bank and the Workman of employer-employee, the demand of the Workman is without locus standi.

In support of her submissions, she relied upon the case in between *Secretary, State of Karnataka and Ors. V/s. Umadevi and others, reported in AIR 2006 SC 1806*. She also filed on record a copy of Judgment and Award dated 04.07.2019 passed in Reference (I.T.) No. 14 of 2015 by this Tribunal.

REASONS

As to Issue Nos. 1 to 3 :-

14. Before proceeding for adjudication, it is worthwhile to consider the *lis* between the parties which is referred to this Tribunal by the Appropriate Government.

15. Admittedly, as per the Order of Reference, the Reference is under Section 10(1)(d) of the I. D. Act by the Central Government.

Section 10(1)(d) reads as, “where the Central Government is of opinion that any Industrial Dispute exists or is apprehended, it may at any time by order in writing, refer the dispute or any matter appearing to be connected with or relevant to the dispute, whether it relates to any matter specified in the Second Schedule or the Third Schedule, to a Tribunal for adjudication.”

Therefore, in terms of this provision, the dispute between the parties is referred for adjudication.

16. Further as per Section 10(4) powers of the Tribunal to make an Award is restricted - (i) to the points of

dispute referred for adjudication and (ii) to the points incidental thereto. Therefore, this Sub-section indicates that extent of jurisdiction of the adjudicatory Tribunal is confined to the points specified in the Order of Reference or matters incidental thereof.

The jurisdiction of a Tribunal springs from the order of Reference and it has to confine its adjudication to the specified Industrial Dispute and matters incidental thereof. This is beyond doubt on the language of Sub-section 4 itself and various decisions of Hon'ble Supreme Court and Hon'ble High Courts. Therefore, in view of the express language there can be no doubt that the Tribunal has no power to make an Award on points of dispute not referred for adjudication or on a point which is not incidental to the point of dispute referred for adjudication. It is not open for the Tribunal to travel beyond the terms of Reference. The Tribunal cannot expand its jurisdiction beyond the term of Reference as mentioned in the Schedule.

17. Having regard to the dictionary meaning of the word 'incidental', evidently matters which require independent consideration or treatment and have their own importance cannot be considered 'incidental'. The matters which are incidental to the Reference may, sometimes relate to questions which go to the root of the jurisdiction of Tribunal. For example, question relating to the nature of activity of the employer as to whether it constitutes an industry or not, question relating to maintainability etc. It is on the determination of this question that the jurisdiction of the Tribunal to adjudicate upon the Reference rests. Therefore, such questions may fall as matters incidental to Reference.

18. Adverting to the present Order of Reference dated 09.03.2018, the Schedule of Reference is for adjudication of the dispute as to "*Whether the claim of the workman Shri. Ravindra Shantaram Aher, on the management of Central Bank of India, Ganore Branch (2495) for absorbing him in the post of permanent full time Safai Karamchari is justified? If yes, to what relief the workman concerned is entitled to?*" Therefore, considering the Schedule as above, the adjudication can only be confined to the dispute as referred for adjudication.

19. On considering the pleadings of the Workman and reliefs claimed in his Statement of Claim, it is quite apparent that he has pleaded and also claimed relief regarding equal pay for equal work. The same was not part of the dispute which was raised for adjudication and referred by this Reference. Therefore, considering the same would run counter to grain of the provisions of the I. D. Act.

20. Hence, in view of the above factual aspects and legal proposition, I am confining the present dispute for adjudication only as referred in the Schedule to Order of Reference dated 09.03.2018. My Learned Predecessor has also framed issues in terms of Schedule with an incidental issue as to "whether their exist employer-employee relationship between the First Party Bank and Second Party Workman?" Therefore, the *lis* between the parties is confined only to the Order of Reference and discussed in this Award.

21. It is not in dispute that the Workman was working with the Bank on daily wages as a Safai Karmachari, initially since 01.08.2011. The Workman has filed on record an inspection report at Exh. U-14. A chart is annexed with the said inspection report which reflects that the Workman has worked with the Bank, Ganore Branch in January-2017 for 20 and 22 days, in March-2017 for 21 days, in May-2017 for 23 days, in June-2017 for 22 days, in July-2017 for 23/5 days, in August-2017 for 19/5 days, in September-2017 for 20/5 days, in October-2017 for 21 days, in November-2017 for 22 days, in January-2018 for 23.5 days, in March-2018 for 22 days, in June-2018 for 22 days, in July-2018 for 25 days, in August-2018 for 21 days, in September-2018 for 21 days, in October-2018 for 24 days, and in November-2018 for 20 days. Apart from this details of number of working days, the witness on behalf of the Bank has categorically admitted that the Workman was initially appointed since 01.08.2011, and was paid wages till date.

22. It is also not in controversy that the Bank on 09.08.2012, entered into a memorandum of settlement with the All India Central Bank Employees' Federation (AICBEF) (Recognised Majority Union For Award Staff), by which it was agreed that temporary / casual workers engaged in various branches of the Bank all over India, would be allowed to participate in the recruitment process to be initiated in immediate future, but not in the subsequent process for selection to the post of Safai-Karmachari-cum-sub-staff on full time basis along with fresh candidates. The criteria for the casual workers engaged in various branches of the Bank to participate in the recruitment process was to produce his satisfactory proof acceptable to the Bank to show that such worker have been engaged in subordinate cadre (including as Safai Karmachari) and has put in a minimum 45 days service till a period of 12 months. Based on this settlement, the Workman is claiming absorption with the Bank.

23. Admittedly, the Bank is a Nationalized Bank. Admittedly, the recruitment in the Bank is governed by its Recruitment Rules. The Workman in his cross-examination has categorically admitted that the Bank is a Nationalized Bank functioning all over India. It is also admitted that the recruitment of employees in the Bank is through Central Office, and for the purpose of such recruitment, an advertisement is published with terms and conditions and requisite qualification. On the applications in response to the said advertisement, eligible candidates are selected who is to undergo written examination as well as oral interview. Thereafter, the candidate is selected and issued with order of appointment. The Workman, at the time of entry to work as Safai Karmachari in the Bank, had not undergone any such recruitment process. This fact is also admitted by the Workman in his cross-examination. It is also admitted by him in his cross-examination that he was not issued with any written appointment order. He further admits that in

response to the subsequent advertisement of recruitment dated 22.12.2023, the worker who had applied for such appointment were given relaxation in age, etc. However, the said advertisement could not reach its logical end and no recruitment could take place as per the said advertisement. A copy of such application by the Workman to the Bank for participation in the recruitment procedure in the year 2023 is filed on record along with list at Exh. U-24, at serial No. 7.

24. There is no doubt that the nature of work performed by the Workman is of continuous and permanent nature. The Workman in his oral evidence has specifically mentioned names of persons who are retained in service. This fact is also admitted by the witness on behalf of the Bank in his cross-examination. The witness admits that the Workman Mr. Ravindra Aher is still working on daily wages in the Bank. He further admits that there is no permanent Sweeper or Peon in the Bank. Therefore, it is clear that as on today, no person is working in the Bank as a Sweeper / Peon on permanent basis. The witness also admits that cleanliness in the Bank is a essential service.

25. Therefore, considering the oral evidence on record and on analysis of the same, the absorption of the Workman in the Bank, it being a Nationalized Bank, amenable to Service Rule and bound by the settlement with recognized Union, it would be legal, proper and justified to absorb the Workman in terms of memorandum of settlement dated 09.08.2012 with the recognized Union. The said memorandum of settlement is filed on record by the Workman at Exh. U-22, serial No. 12. Various communications by the Bank and the Union regarding implementation of the said settlement dated 09.08.2012 are also filed on record by the Workman along with list at Exh. U-22, at serial Nos. 1, 2, 3, 4, 11, 13 and 14. These documents filed on record, undisputedly exhibits that the settlement between the Bank and the recognized Union dated 09.08.2012 is not implemented as on today.

26. The similar issue as in the present Reference, regarding absorption of casual employees in the Bank as per the memorandum of settlement dated 09.08.2012 was dealt by the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad, the Hon'ble High Court of Judicature at Bombay Bench at Nagpur and the Hon'ble Supreme Court. The latest Judgment on this issue is by the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad in Writ Petition No. 379 of 2024, in which order is passed on 12.01.2024. In the said order dated 12.01.2024, the Hon'ble High Court has considered the Judgments in various Writ Petitions before the same Bench, before Hon'ble Bench at Nagpur and the Hon'ble Supreme Court.

27. The said Judgment is necessary for consideration and adjudication of the present dispute between the parties. In the facts as well as law, the Judgment in Writ Petition No. 379 of 2024 is squarely applicable to the dispute in this Reference. The Petitioners in the said Writ Petition were also working as Safai Karmachari (casual workers) with the Bank. The memorandum of settlement with the recognized Union dated 09.08.2012, permitting them to participate in the recruitment process on the post of Safai Karmachari on full time basis along with fresh candidate, was in issue.

28. The Hon'ble High Court considered the earlier orders of the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad in Writ Petition No. 14281 of 2019 between **Vilas Agaji Pawar and others V/s. Union of India and others** dated 30.08.2023. The Hon'ble High Court also considered the similar matter wherein the Petitioner had approached the Hon'ble High Court of Judicature at Bombay Bench at Nagpur vide Writ Petition No. 8275 of 2018 between **Sandip Pralhad Ingole and others V/s. Central Bank of India and others**. The said Writ Petition was decided and partly allowed vide Judgment and Order dated 08.07.2019. This Judgment of the Hon'ble Nagpur Bench was in challenge before the Hon'ble Supreme Court in Civil Appeal Nos. 2760 to 2761 of 2023. In the said Civil Appeal, the Hon'ble Supreme Court vide order dated 13.07.2023, confirmed the order of the Hon'ble High Court of Judicature at Bombay Bench At Nagpur.

29. At this stage it is necessary to reproduce the observations and conclusions of the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad in its Judgment dated 12.01.2024 in Writ Petition No. 379 of 2024. The relevant paragraphs which can be directly applicable to the present dispute and has nexus, are reproduced as follows :-

"9. It is, thus, obvious that the issue before this Court and as was the issue before the Nagpur Bench, is as regards the fate of these workers, who have been working for years together and have been shown to be casual workers as Safai Karmacharis/ Kamgars. While dealing with this issue, the case turns upon the clauses of the Memorandum of Settlement dated 09.08.2012 (hereinafter referred to as the "MoS") between the Respondent Bank and the recognized Union. As a background to the MoS, it needs mention that the Respondent Bank had decided to recruit subordinate staff with nomenclature as Safai Karmachari-cum-Sub Staff and/or Sub Staff. It is an admitted position that this Bank has been engaging temporaries and casual workers as Safai Karmacharis for decades together and at various branches all over India.

10. The recognized Union raised this issue on behalf of such employees and it was agreed between the parties vide the MoS that the Bank should initiate a "One Time Measure" (hereinafter referred to as the "OTM") for considering these workers for regularization. It is an admitted position, as set out in the MoS, that the Bank decided to adopt a "Pro Employee Initiative" and converted the Permanent Part Time Safai Karmacharis (PTSKs) into full time workers with the designation Safai Karmachari-cum- Sub Staff w.e.f. 01.04.2011. This was the mode adopted with regard to those temporaries, who were earlier working for decades and thereafter, their nomenclature was changed to Permanent Part Time Safai Karmacharis

(PTSKs). We have every reason to be astonished by this definition since no provision under the Industrial Disputes Act, 1947 and presently, the Industrial Relations Code, 2020, has created any new category of workers as Permanent Part Time Safai Karmacharis.

11. The MoS indicates that the Bank decided to recruit Safai Kamgars by following the due process as a 'One Time Measure'. The recognized Union persuaded the Bank to adopt a humane approach and provide an opportunity to such temporaries/ casual workers to settle their grievances/ disputes / demands through an out of court mechanism. Keeping this in focus, the recognized Union and the Respondent Bank agreed on the following modalities:-

"WHEREAS after a series of discussions, it has since been agreed by and between the Management and All India Central Bank Employees' Federation (AICBEF) (Recognised Majority Union for Award Staff) that as a one time measure such temporary/casual workers so engaged by various branches within the guidelines of Central Office Management will be allowed to participate in the Recruitment Process which will be Initiated. In the Immediate future (but not in the subsequent processes, if any) for selection to the post of sub-ordinate staff with the designation 'Safai Karmachari-cum- sub-staff' and/or 'Sub-staff', on Full-Time basis (as per the eligibility criteria) alongwith fresh candidates, subject to fulfilling all the following conditions:

(i) Such temporary/casual worker should have been engaged in sub-ordinate cadre (including as Safai Karmachari) and have put in a minimum 45 days service during a continuous period of 12 months:

(ii) The age of the candidate should have been between 18 to 26 (relaxable in eligible categories as per rules) when they were initially engaged as temporary/casual worker.

(iii) The age of the candidate as on the date of this Settlement should not have been more than 45 years, Irrespective of category (i.e., SC/ST/OBC/GEN).)

(iv) The candidate should produce satisfactory proof acceptable to the Bank in support of his/her claim of having worked with the bank on temporary/casual basis for a minimum 45 days in a continuous period of 12 months.

(v) The Registration for employment with Employment Exchange by the candidate is preferred, but not essential. Accordingly, the candidates having valid Registration with Employment Exchanges should attach the duly attested cards/proof to this effect, at the time of applying for the post in terms of this Settlement.

(vi) In case of the candidate had hitherto filled cases in Courts/ALC 'RLC/CGIT etc. seeking absorption in permanent employment in the Bank and such cases are still pending for final disposal, such candidates should willingly and unconditionally withdraw such cases filed by them before different fora prior to applying for participating in the Recruitment Process in which they are so allowed to participate in terms of this Settlement for the post of Safai Karmachari-cum-sub-staff' and/or 'Sub-staff', subject to otherwise being eligible as per the eligibility criteria prescribed for respective post, and @ declaration to this effect should be Given along with an undertaking that he/she would abide by the results of the recruitment process.

(vii) Notwithstanding what is stated above, where there are Awards/ judgments of any Tribunal / Courts directing the Bank to include and consider any candidate! while conducting future process, such candidates would be considered and allowed to appear in the interview process initiated in pursuance of this Settlement irrespective of the age and other eligibility criteria provided under this Settlement subject however that in any case the age at the time of interview should not be above 60 years.

(viii) The Recruitment for the post of 'Safai Karmachari-cum-sub'staff' end 'Sub-staff' under this dispensation (i.e., for fresh candidates and also the candidates hitherto worked as temporary/causal worker and being eligible to apply for the same under this Settlement), shall be done through personal Interview of the eligible candidates by Committee/s to be constituted by the Management.

It is also agreed mutually that out of the vacancies of 'Sub-staff' so identified to be filled in through the Recruitment Process that will be initiated in immediate future, the existing 'Safai Karmachari cum-sub-staff' will be considered for conversion as 'Sub-staff' (Peon) (after following the due Process of conversion) to the extent of 25% of vacancies of 'Sub- staff' (as per the relevant guidelines of Government of India) under this Recruitment process only.

It is mutually understood and agreed that allowing the temporary/casual workers (being otherwise eligible to participate under this Settlement) alongwith the immediate Recruitment Process which will be conducted for selection of 'Safai Karmachari-cum-sub staff' and/or 'Sub-staff', is a one-time measure applicable only for this process under this Settlement and shall not be quoted as a precedent, in future. Further, such temporary/casual workers who do not apply for the process under this dispensation (being otherwise eligible to participate under this Settlement) for the reasons what-so-ever and/or those who, having participated in

the process but could not be selected therein, have no right/claim what-so-ever to be called again for such process in succession or in future.

It is understood and agreed that the provisions of this settlement shall supercede the provisions of all previous settlements, if any, In this regard."

ONE TIME MEASURE- LEGAL PROCESS

13. *It does not call for any debate that the judgment delivered by the Honourable Supreme Court (five Judges Bench) in Secretary, State of Karnataka and others vs. Umadevi and others, (2006) 4 SCC 1, paved the way for regularization of long working temporaries/ casuals by introducing the principle of 'One Time Measure' (OTM). By the said judgment, the Honourable Supreme Court concluded that such OTM would be for those persons, who have been working regularly, though appointed irregularly. It has been clarified that distinction between "irregular appointments" and "illegal appointments" would be that irregular appointments are of those category of employees, who are not selected through a regular selection process, but are otherwise legally eligible to be appointed. Illegal appointments would include those persons, who may have been appointed through the regular process, but were inherently ineligible to be appointed. The Honourable Supreme Court also dealt with the aspect of legitimate expectation of long standing temporaries/ casual workers. It was then concluded that OTM shall be adopted by the concerned Authority to ensure that such appointments are regularized.*

14. *There is no dispute that the Respondent Bank and the recognized Union arrived at the MoS for introducing OTM for temporaries/ casuals. -----."*

15. *Before the Nagpur Bench, in Sandip Pralhad Ingole (supra), it was concluded that the Bank is a public sector undertaking and is obliged to perform a duty to act legally, reasonably and ensure fulfillment of it's commitments under the industrial agreement. It is beyond debate that the settlement with a recognized union assumes a character of a supreme document and that binds not only the signatories to the settlement, but the entire establishment. The Nagpur Bench concluded that the Bank was under a commitment to honour the MoS. Earlier recruitment drive was cancelled/ aborted by the communication dated 04.07.2014. Since then, this is the first recruitment process vide the impugned advertisement published on the website of the Respondent Bank titled as "Recruitment of Safai Karmachari-cum-Sub-Staff and/or Sub Staff 2024-2025". Insofar as the Petitioners and similarly placed persons in the State of Maharashtra are concerned, the Bank published a notice in daily Marathi "Loksatta". It is, thus, apparent that after more than 11 years, the Respondent Bank has decided to adopt OTM for recruiting Safai Karmacharis and Sub Staff.*

16. *It is strenuously canvassed on behalf of the Respondent Bank that none of these candidates have completed 240 days in continuous employment. Each one of them used to work for various spells over a period of two months, three months or more and were replaced by a different batch of Safai Karmacharis. Naturally, this raises a question as to whether, the work of Safai Karmacharis was a seasonal employment with the Respondent Bank. This defies logic. It cannot be disputed that sweeping and cleaning the establishments and branches of the Respondent Bank is a continuous nature of work having a perennial character. By no stretch of imagination can it be termed or even attempted to be branded as seasonal employment. If the work of cleaning and sweeping the establishments and branches is of a perennial character, any argument contending that one batch of Safai Karmacharis worked for a particular duration to be replaced by another batch of Safai Karmacharis for another spell/ duration, has to be rejected outright keeping in view the law laid down by the Honourable Supreme Court in H.D. Singh vs. Reserve Bank of India and others, (1985) 4 SCC 201, State of Haryana and others vs. Piara Singh and others, (1992) 4 SCC 118 and Bajaj Auto Ltd. vs. Bhojane Gopinath D., 2004 I CLR 502.*

17. *The judgment of the Nagpur Bench in Sandip Pralhad Ingole (supra) was sought to be reviewed and there is no dispute that the Review Application was dismissed vide the order dated 08.02.2021. The judgment was carried to the Honourable Supreme Court by the Respondent Bank in Civil Appeal Nos.2760-2761/2023 and by order dated 13.07.2023, the Civil Appeals preferred by the Respondent Bank were dismissed with a reasoned order, which reads thus:-*

"These appeals arise out of the orders dated 08.07.2019 and 08.02.2021 passed by the High Court of Judicature at Bombay, Nagpur Bench, in W.P. No. 8275 of 2018 and MCAST No. 19326 of 2019 respectively. The High Court, while allowing the writ petition, issued certain directions relying upon the Memorandum of Settlement dated 09.08.2012 entered into between the Management- Bank and the Employees' Federation which prompted/culminated into the Management- Bank issuing a Circular Letter No. CO:HRD:IRP:2012:13:17 dated 14.08.2012. The directions read as follows:-

"i. The writ petition is partly allowed.

ii. We direct to the respondent bank to fulfil its obligation under the Memorandum of Settlement dated 9th August, 2012 imposing a duty to initiate the recruitment process only as one time measure for selecting,

from amongst casual and temporary workers, "Safai Karmachari cum Sub Staff" on full time basis within a period of six months from the date of the receipt of order.

iii. By issuing such directions, we have not taken away discretion of the bank to determine the availability of the vacancies and to adopt a particular procedure for making recruitments or select or reject candidates on the basis of performance and on merit and other similar factors.

iv. Rule is made absolute in these terms. No order as to costs."

As per the said Memorandum of Settlement, it was agreed that the temporary and casual workers engaged in the Bank and who have put in a minimum 45 days' service during a continuous period of 12 months may be permitted to participate in the ensuing recruitment process for the selection of "Safai Karmachari-cum-sub-staff" and/or 'Sub- Staff' as a one-time measure.

Considering the said Memorandum of Settlement, the High Court found that though there was some delay in moving the writ petition, but looking to the obligation of the Bank, as agreed, which has not been discharged in its right perspective, the above directions were issued. In fact, the High Court found that to fulfill the obligations under the Memorandum of Settlement, the Bank had indeed initiated recruitment process for selection of "Safai Karmachari-cum-sub-staff", but midway through, the process of recruitment was cancelled for some of the regions.

In the said context, while allowing the writ petition, it was directed that the Bank shall fulfil its obligations under the Memorandum of Settlement dated 09.08.2012 and initiate the recruitment process only as a one-time measure for selecting from amongst the casual/ temporary workers, 'Safai Karmachari-cum- sub-staff' on full time basis within a period of six months from the receipt of the order.

The High Court has further observed that, while issuing such a direction, the right of the Bank to determine the availability of the vacancies and to adopt a particular procedure for making recruitments or select or reject candidates on the basis of performance and on merit and other similar factors, has not been taken away.

After hearing Shri Dhruv Mehta, learned senior counsel for the appellant-Bank and Mr. Rituraj Biswas, learned counsel for the respondents, and considering the contents of the Memorandum of Settlement and the obligation, which is required to be discharged by the Bank, we are of the opinion that the Management Bank has not honoured its commitment given under the Memorandum of Settlement. In fact, the Bank had taken steps to initiate the recruitment process in furtherance of the Settlement and by a subsequent communication cancelled the process selectively for some of the regions. The High Court, while allowing the petition, directed the Bank to fulfil its obligation within the time stipulated therein by the impugned order(s). In our view, the High Court has not committed any error, while dealing with the terms of the Memorandum of Settlement in passing the impugned order(s).

In view of the foregoing, we are not inclined to interfere with the order(s) impugned. The appeals are, accordingly, dismissed. However, the process of selection, as directed by the High Court, may now be completed within a period of six months from today.

Pending interlocutory application(s), if any, is/are disposed of."

18. In view of the above, it is apparent that the Honourable Supreme Court concluded, in it's above reproduced order dated 13.07.2023, that "In the said context, while allowing the writ petition, it was directed that the Bank shall fulfil its obligations under the Memorandum of Settlement dated 09.08.2012 and initiate the recruitment process only as a one-time measure for selecting from amongst the casual/ temporary workers, 'Safai Karmachari-cum-sub-staff' on full time basis within a period of six months from the receipt of the order." It was further noted that the High Court had permitted the Bank to adopt a particular procedure for selecting or rejecting candidates on the basis of the performance and merit. The Honourable Supreme Court, thereafter, recorded that "we are of the opinion that the Management Bank has not honoured its commitment given under the Memorandum of Settlement. In fact, the Bank had taken steps to initiate the recruitment process in furtherance of the Settlement and by a subsequent communication cancelled the process selectively for some of the regions. The High Court, while allowing the petition, directed the Bank to fulfil its obligation within the time stipulated therein by the impugned order(s). In our view, the High Court has not committed any error, while dealing with the terms of the Memorandum of Settlement in passing the impugned order(s)".

19. It is, thus, crystal clear that the OTM was meant only for those Safai Karmacharis or Sub-Staff, who were already working with the Bank. These directions of the Honourable Supreme Court read with the law laid down in *Umadevi* (supra), lead to a sine-qua-non that the only option available for the Bank was to ensure that the long serving employees as like the Petitioners at it's various establishments and branches in India, were considered for the OTM.

CONCLUSIONS

27. -----.

28. *Considering the view expressed by this Court at Aurangabad in the order dated 30.08.2023 (supra), the order of the Nagpur Bench dated 08.07.2019 (supra) and the observations of the Honourable Supreme Court in the order dated 13.07.2023 reproduced above, we deem it appropriate to direct the Respondent Bank to lend a literal meaning to the term "One Time Measure" and initiate the recruitment process for those employees, who are working as Safai Karmacharis/ temporaries/ casuals in the Safai Karmachari cadre and Sub- Staff cadre in view of the MoS. It is also mentioned in the MoS (reproduced above) that after such OTM, these candidates would not be allowed to participate in the recruitment process which would be initiated by the Respondent Bank subsequently."*

30. These observations and conclusions of the Hon'ble High Court clearly covers the case of the Workman for absorption. There cannot be any deviation than what is concluded by the Hon'ble High Court as above, except for implementation of terms and conditions in the memorandum of settlement with the recognized Union, which is the service conditions between the parties. No other provisions of the I.D. Act or service Rules provides for such absorption in service of the Bank, as claimed by the Workman.

31. Advertisement for recruitment as a Safai Karmachari / Sub-staff / Peon published in the year 2024-25, is not yet proceeded with. It has also come on record that there are many posts of Safai Karmachari to be filled in the Ganore Branch (2495), but as on today, there is no permanent Safai Karmachari or Peon. However, such post is in existence and it needs to be filled permanently by adhering to the recruitment process and by adhering to the memorandum of settlement of 2012 with the recognized Union.

32. I have considered the case laws filed on behalf of the both parties. The case laws filed by both the parties are all considered by the Hon'ble High Court in its Judgment dated 12.01.2024 in Writ Petition No. 379 of 2024, on which I have placed my heavy reliance, and therefore, the case laws relied by both the parties are already considered.

33. On behalf of the Workman, certain other case laws are relied upon, which deal with termination of service and compliance of the provisions of the I.D. Act pertaining to retrenchment by the employer. However, as observed earlier, the issue of termination of the Workman is not relevant in this case. Therefore, the case laws in respect of retrenchment / termination are not relevant to the subject matter of the dispute.

34. In view of the above, Issue No. 1 regarding existence of relationship of employer and employee between the Workman and the Bank is proved and answered in Affirmative. Issue No. 2 is answered partly in affirmative. For issue No. 3, I pass the following Order.

ORDER

1. The Reference is answered partly in affirmative.

2. The claim of the Workman Shri. Ravindra Shantaram Aher on the Management of the Bank, Ganore Branch (2495), for absorbing him on the post of permanent full time Safai Karmachari is justified, subject to his participation in the recruitment process and in terms of the memorandum of settlement dated 09.08.2012 with the recognized Union.

3. The Workman Shri. Ravindra Shantaram Aher is entitled for absorption on the post of Safai Karmachari / Sub-staff or in other similar post, on participation in immediate recruitment process which would be initiated by the Bank.

4. The Bank is further directed to consider the Second Party Workman in the recruitment process in accordance with the terms of memorandum of settlement dated 09.08.2012, and if eligible and suitable, grant him appointment on permanent basis.

5. No order as to costs.

6. Copies of this Award be sent to Government of India, Ministry of Labour, New Delhi for publication and further necessary action.

SAMEENA ABDULMAZID KHAN, Member

Date : 20.03.2025.

नई दिल्ली, 25 अप्रैल, 2025

का.आ. 711.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय अहमदनगर के पंचाट (10/2018) प्रकाशित करती है।

[सं. एल-12012/71/2017- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 25th April, 2025

S.O. 711.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.10/2018) of the *Indus.Tribunal-cum-Labour Court Ahmednagar* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12012/71/2017- IR(B-II)]

SALONI, Dy. Director

**ANNEXURE
IN THE INDUSTRIAL COURT AT AHMEDNAGAR.
BEFORE SAMEENA KHAN, MEMBER.**

Reference (I.T.) No. 10/2018.

(CNR – MHIC-160000352018)

1. Zonal Manager,
Central Bank of India,
317, M.G. Road,
Pune – 411011.
2. Regional Manager,
Central Bank of India,
Regional Office,
Aurangabad Plot No. 113, 5/5/72,
New Osmanpura, Aurangabad 431001.
- 2-A. Regional Manager,
Central Bank of India,
Plot No. P-56,
M.I.D.C., Sahyadri Chowk,
Nagapur, Ahmednagar.
3. Branch Manager,
Central Bank of India,
Branch – Pemgiri, At Post Pemgiri,
Tq. Sangamner, Dist. Ahmednagar.

... **First Party.**

VERSUS

Sanjay Rambhau Dube,
Age : 47 years, Occu. : Nil,
R/o. At Post Pemgiri, Tq. Sangamner,
Dist. Ahmednagar.

... **Second Party.**

APPEARANCE :- Smt. T. T. Kakad, Ld. Adv. for First Party.
Shri. K.Y. Modgekar, Ld. Adv. for Second Party.

AWARD

(Delivered on 20/03/2025)

1. The Central Government, in exercise of its powers under Clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (for the sake of brevity, referred to as “the I.D. Act”), has referred the dispute between the parties for adjudication to this Industrial Tribunal, vide its orders dated 20.02.2018.

2. The terms of Reference as per Schedule is as follows :-

“Whether the claim of the workman Shri. Sanjay Rambhau Dube, on the management of Central Bank of India, Pengiri Branch (2942) for absorbing him in the post of permanent full time Safai Karamchhari is justified? If yes, to what relief the workman concerned is entitled to?”

For the sake of brevity, the Second Party Workman Shri. Sanjay Rambhau Dube will be referred to as ‘the Workman’, and the First Party Central Bank of India will be referred to as the ‘the Bank’.

3. After the dispute was received for adjudication, notices were issued to the parties. In response thereof, the Workman has filed his Statement of Claim at Exh. U-2 and amended Statement of Claim at Exh. UA-1. The facts of the case as pleaded in the Statement of Claim by the Workman is crystallized as follows :-

i) Since 04.01.2011, the Workman is working with the Bank on daily wages as a Safai Karmachari / Unskilled Worker / Peon Class-IV.

ii) It is submitted that he has worked continuously since 04.01.2011 till filing of the Statement of Claim.

iii) The legal provisions as provided under Sections 25-F, 25-G and 25-H, and Rules 80 and 81 of the I.D. Act are applicable to the Bank.

iv) It is submitted that as per the Rules applicable to the Bank, it is obligatory to grant permanency to the Workman who has worked for more than 45 days.

v) During his service tenure, the Workman has completed 240 days of service each year. The nature of work performed by him is of permanent nature. He was performing the work like other permanent Safai Karmachari.

vi) However, no permanency was granted to him and he was not absorbed in permanent employment in breach of service Rules and agreement with the Union, on completion of 45 days of his service.

vii) The Workman submits that he is belonging to Hindu Maratha Caste. His birth date is 01.12.1972, and his educational qualification is 10th pass.

viii) Other employees junior to the Workman are still retained in the services.

ix) The Workman, therefore, prays to be absorbed him in the service as a permanent employee with consequential benefits.

4. The Bank filed its Written Statement at Exh. C-5, inter alia resisting the claim of the Workman as not maintainable. According to the Bank there is no cause of action for raising the dispute. There is no employer-employee relationship between the Bank and the Workman, and therefore, the Workman has no locus standi to raise dispute.

5. It is further submitted that the Workman was never appointed by the Bank as its workman nor he has worked on permanent basis with the Bank. The Workman is appointed on daily wages for specific purpose as per availability of work. He is called to work whenever there was necessity.

6. It is further submitted that there is Statutory Recruitment Rules applicable for appointment with the Bank. As per the Recruitment Rules, an advertisement is published and on application as per the advertisement, eligible candidates are required to appear for examination and on the basis of merit list of said exam, the recruitment is done. There is no Rule to grant absorption or permanency to the employee on completion of 45 days of service on daily wage.

7. The Bank submits that whenever there is availability of work, the Workman would be called and allotted work. The Workman being on daily wages, his contract of employment is for a particular day only, and therefore, it cannot be said that the Workman was or is entitled for permanency. Moreover, the Regional Manager is not appointing authority for the Bank.

8. With these contentions, it is prayed that the claim of the Workman be rejected.

9. Considering the above facts and circumstances, Issues have been framed by my Learned Predecessor at Exh. O-5, and I have given my findings on them, for the reasons stated below, are as under :-

Sr. No.	Issues	Findings
1.	Whether there exists employer-employee relation between the First Party and the Second Party.	Affirmative.
2.	Whether the claim of the Second Party Workman Mr. Sanjay Rambhau Dube, on the Management of Central Bank of India, Pengiri Branch for absorbing him in the post of permanent full time Safai Karmachari, is justified?	Partly Affirmative.
3.	If yes, to what relief the Second Party Workman is entitled for?	As per final Award.

10. On behalf of the Workman, oral evidence is led at Exh. U-23 and Exh. U-28. The Workman has filed documents on record along with lists Exh. U-8, U-12, U-16, Exh. U-18 is a Inspection Report with statement attached, Exh. U-20, U-23, and Exh. U-25. On behalf of the Bank its Branch Manager is examined at Exh. C-13.

11. Heard Learned Advocate Mr. K. Y. Modgekar on behalf of the Workman, and Learned Advocate Mrs. T. T. Kakad on behalf of the Bank. Perused the order of Reference, Statement of Claim, Written Statement, oral as well as documentary evidence on record. Both the parties have relied upon case laws in respect of their respective contentions, which is also considered. Learned Advocate for both the parties took me through the entire oral as well as documentary evidence on record and vehemently argued the matter in support of their respective contentions.

12. Learned Advocate Mr. K.Y. Modgekar, on behalf of the Workman vehemently argued the matter and submitted that the Workman is in continuous employment with the Bank, and during his service tenure from 04.01.2011 till this date, he has completed 240 days of service in each year. He further strenuously argued that as per the settlement with Union functioning in the Bank, it is agreed that daily wager or casual employee who worked for more than 45 days would be absorbed in permanent service. However, the Bank has not complied with the terms of settlement with the Union. Therefore, the Workman is entitled for absorption as a permanent Safai Karmachari / Peon.

In support of his submissions, he relied upon the following case laws :-

- 1) *Jaggo V/s. Union of India and others, reported in 2025 (1) Bom.L.C. 261 (SC).*
- 2) *H.D. Singh V/s. Reserve Bank of India and others, Civil Appeal No. 6417/NL/1983 dated 10.09.1985.*
- 3) *Trade-Wings Limited V/s. Prabhakar Dattaram Phodkar of Bombay and Ors, reported in 1992 LR (1) 480.*
- 4) *Umesh Saxena V/s. Presiding Officer, Labour Court, Agra and others, reported in 1993 FLR (66) 566.*
- 5) *Divisional Secretary, Maharashtra State Board of Secondary and Secondary Education, Nagpur and another V/s. Mohd. Naim s/o Abdul Rahim, reported in 2009 (1) Bom. LC 453 (Bom).*
- 6) *Jayantibhai Raojibhai Patel V/s. Municipal Council, Narkhed, Civil Appeal No. 6188 of 2019, arising out of SLP (C) No. 8112 of 2019, dated 21.08.2019.*
- 7) *M.P. Electricity Board, Vidisha V/s. Hariram and another, reported in 2000 (87) FLR 750.*
- 8) *Samishta Dube V/s. City Board, Etawah & Another, reported in 1999 CLR 460.*
- 9) *General Manager, Telecom, Nagpur and others V/s. Naresh Brijlal Charote, reported in 2001 LAB I.C. 2127.*
- 10) *Gauri Shankar Vs. State of Rajasthan, reported in 2015 LLR 785.*
- 11) *Bright Export Limited v/s. Central Board of Trustee, EPF Organisation, reported in 2016 LLR 487.*
- 12) *Sanjay Kumar s/o Surendra Kumar Sharma V/s. Chief Executive Officer, Janpad Panchayat, Ratlam, reported in 2010 LLR 1065.*
- 13) *Central Welfare Board and Others V/s. Ms. Anjali Bepari and Others, reported in 1996 LLR 1089.*
- 14) *Vilas Agaji Pawar and others V/s. The Union of India Additional Solicitor General and Others, Writ Petition No. 379 of 2024 dated 12th January, 2024.*
- 15) *Chief Conservator of Forests, Pune (T) and another, V/s. Janabai Sonaba Sarpale, reported in 2019 (1) Bom.LC 18.*
- 16) *K.V. Durga Prasad & Ors. V/s. Sri. Durgamalleshwara Swami Vari Devasthanam Vijayawada & Ors., reported in 1996 LLR 329.*
- 17) *Spentex Industrial Limited V/s. Member, Industrial Court, Nagpur and others, reported in 2011 (131) FLR 843.*

13. Per contra, Learned Advocate Mrs. T. T. Kakad on behalf of the Bank has vehemently submitted that being a Nationalized Bank the Bank is governed by its Recruitment Rules. No recruitment or appointment in the Bank can be done without following due procedure of recruitment. The Workman cannot be allowed back door entry as claimed in this Reference. Further it was strenuously submitted that the Workman being a daily wager has no right of employment and further to be absorbed in the service. The workman being a daily wager and not in regular employment with the Bank, cannot be said to be a Workman of the Bank, and therefore, lacking relationship between the Bank and the Workman of employer-employee, the demand of the Workman is without locus standi.

In support of her submissions, she relied upon the case in between *Secretary, State of Karnataka and Ors. V/s. Umadevi and others, reported in AIR 2006 SC 1806*. She also filed on record a copy of Judgment and Award dated 04.07.2019 passed in Reference (I.T.) No. 14 of 2015 by this Tribunal.

REASONS**As to Issue Nos. 1 to 3 :-**

14. Before proceeding for adjudication, it is worthwhile to consider the *lis* between the parties which is referred to this Tribunal by the Appropriate Government.

15. Admittedly, as per the Order of Reference, the Reference is under Section 10(1)(d) of the I. D. Act by the Central Government.

Section 10(1)(d) reads as, “where the Central Government is of opinion that any Industrial Dispute exists or is apprehended, it may at any time by order in writing, refer the dispute or any matter appearing to be connected with or relevant to the dispute, whether it relates to any matter specified in the Second Schedule or the Third Schedule, to a Tribunal for adjudication.”

Therefore, in terms of this provision, the dispute between the parties is referred for adjudication.

16. Further as per Section 10(4) powers of the Tribunal to make an Award is restricted - (i) to the points of dispute referred for adjudication and (ii) to the points incidental thereto. Therefore, this Sub-section indicates that extent of jurisdiction of the adjudicatory Tribunal is confined to the points specified in the Order of Reference or matters incidental thereof.

The jurisdiction of a Tribunal springs from the order of Reference and it has to confine its adjudication to the specified Industrial Dispute and matters incidental thereof. This is beyond doubt on the language of Sub-section 4 itself and various decisions of Hon'ble Supreme Court and Hon'ble High Courts. Therefore, in view of the express language there can be no doubt that the Tribunal has no power to make an Award on points of dispute not referred for adjudication or on a point which is not incidental to the point of dispute referred for adjudication. It is not open for the Tribunal to travel beyond the terms of Reference. The Tribunal cannot expand its jurisdiction beyond the term of Reference as mentioned in the Schedule.

17. Having regard to the dictionary meaning of the word 'incidental', evidently matters which require independent consideration or treatment and have their own importance cannot be considered 'incidental'. The matters which are incidental to the Reference may, sometimes relate to questions which go to the root of the jurisdiction of Tribunal. For example, question relating to the nature of activity of the employer as to whether it constitutes an industry or not, question relating to maintainability etc. It is on the determination of this question that the jurisdiction of the Tribunal to adjudicate upon the Reference rests. Therefore, such questions may fall as matters incidental to Reference.

18. Adverting to the present Order of Reference dated 20.02.2018, the Schedule of Reference is for adjudication of the dispute as to *“Whether the claim of the workman Shri. Sanjay Rambhau Dube, on the management of Central Bank of India, Pemgiri Branch (2942) for absorbing him in the post of permanent full time Safai Karamchari is justified? If yes, to what relief the workman concerned is entitled to?”* Therefore, considering the Schedule as above, the adjudication can only be confined to the dispute as referred for adjudication.

19. On considering the pleadings of the Workman and reliefs claimed in his Statement of Claim, it is quite apparent that he has pleaded and also claimed relief regarding equal pay for equal work. The same was not part of the dispute which was raised for adjudication and referred by this Reference. Therefore, considering the same would run counter to grain of the provisions of the I. D. Act.

20. Hence, in view of the above factual aspects and legal proposition, I am confining the present dispute for adjudication only as referred in the Schedule to Order of Reference dated 20.02.2018. My Learned Predecessor has also framed issues in terms of Schedule with an incidental issue as to *“whether their exist employer-employee relationship between the First Party Bank and Second Party Workman?”* Therefore, the *lis* between the parties is confined only to the Order of Reference and discussed in this Award.

21. It is not in dispute that the Workman was working with the Bank on daily wages as a Safai Karmachari, initially since 04.01.2011. The Workman has filed on record an inspection report at Exh. U-18. A chart is annexed with the said inspection report which reflects that the Workman has worked with the Bank, Pemgiri Branch in August-2016 for 23 days, in September-2016 for 14 days, in October-2016 for 11 days, in November-2016 for 23 days, in December-2016 for 21 days, in December-2017 for 23 days, in December-2017 for 22 days, in January-2018 for 22 days, and in October-2018 for 21 days. Apart from this details of number of working days, the witness on behalf of the Bank has categorically admitted that the Workman was initially appointed since 04.01.2011, and was paid wages till 15.04.2019.

22. It is also not in controversy that the Bank on 09.08.2012, entered into a memorandum of settlement with the All India Central Bank Employees' Federation (AICBEF) (Recognised Majority Union For Award Staff), by which it was agreed that temporary / casual workers engaged in various branches of the Bank all over India, would be allowed to participate in the recruitment process to be initiated in immediate future, but not in the subsequent process for

selection to the post of Safai-Karmachari-cum-sub-staff on full time basis along with fresh candidates. The criteria for the casual workers engaged in various branches of the Bank to participate in the recruitment process was to produce his satisfactory proof acceptable to the Bank to show that such worker have been engaged in subordinate cadre (including as Safai Karmachari) and has put in a minimum 45 days service till a period of 12 months. Based on this settlement, the Workman is claiming absorption with the Bank.

23. Admittedly, the Bank is a Nationalized Bank. Admittedly, the recruitment in the Bank is governed by its Recruitment Rules. The Workman in his cross-examination has categorically admitted that the Bank is a Nationalized Bank functioning all over India. It is also admitted that the recruitment of employees in the Bank is through Central Office, and for the purpose of such recruitment, an advertisement is published with terms and conditions and requisite qualification. On the applications in response to the said advertisement, eligible candidates are selected who is to undergo written examination as well as oral interview. Thereafter, the candidate is selected and issued with order of appointment. The Workman, at the time of entry to work as Safai Karmachari in the Bank, had not undergone any such recruitment process. This fact is also admitted by the Workman in his cross-examination. It is also admitted by him in his cross-examination that he was not issued with any written appointment order. He further admits that in response to the subsequent advertisement of recruitment dated 22.12.2023, the worker who had applied for such appointment were given relaxation in age, etc. However, the said advertisement could not reach its logical end and no recruitment could take place as per the said advertisement. A copy of such application by the Workman to the Bank for participation in the recruitment procedure in the year 2023 is filed on record along with list at Exh. U-25, at serial No. 7.

24. There is no doubt that the nature of work performed by the Workman is of continuous and permanent nature. The Workman in his oral evidence has specifically mentioned names of persons who are retained in service. This fact is also admitted by the witness on behalf of the Bank in his cross-examination. The witness admits that one Mr. Pratibha Pawase is working on daily wages in the Bank. He further admits that there is no permanent Sweeper or Peon in the Bank. Therefore, it is clear that as on today, no person is working in the Bank as a Sweeper / Peon on permanent basis. The witness also admits that cleanliness in the Bank is a essential service.

25. Therefore, considering the oral evidence on record and on analysis of the same, the absorption of the Workman in the Bank, it being a Nationalized Bank, amenable to Service Rule and bound by the settlement with recognized Union, it would be legal, proper and justified to absorb the Workman in terms of memorandum of settlement dated 09.08.2012 with the recognized Union. The said memorandum of settlement is filed on record by the Workman at Exh. U-23, serial No. 12. Various communications by the Bank and the Union regarding implementation of the said settlement dated 09.08.2012 are also filed on record by the Workman along with list at Exh. U-23, at serial Nos. 1, 2, 3, 4, 11, 13 and 14. These documents filed on record, undisputedly exhibits that the settlement between the Bank and the recognized Union dated 09.08.2012 is not implemented as on today.

26. The similar issue as in the present Reference, regarding absorption of casual employees in the Bank as per the memorandum of settlement dated 09.08.2012 was dealt by the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad, the Hon'ble High Court of Judicature at Bombay Bench at Nagpur and the Hon'ble Supreme Court. The latest Judgment on this issue is by the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad in Writ Petition No. 379 of 2024, in which order is passed on 12.01.2024. In the said order dated 12.01.2024, the Hon'ble High Court has considered the Judgments in various Writ Petitions before the same Bench, before Hon'ble Bench at Nagpur and the Hon'ble Supreme Court.

27. The said Judgment is necessary for consideration and adjudication of the present dispute between the parties. In the facts as well as law, the Judgment in Writ Petition No. 379 of 2024 is squarely applicable to the dispute in this Reference. The Petitioners in the said Writ Petition were also working as Safai Karmachari (casual workers) with the Bank. The memorandum of settlement with the recognized Union dated 09.08.2012, permitting them to participate in the recruitment process on the post of Safai Karmachari on full time basis along with fresh candidate, was in issue.

28. The Hon'ble High Court considered the earlier orders of the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad in Writ Petition No. 14281 of 2019 between **Vilas Agaji Pawar and others V/s. Union of India and others** dated 30.08.2023. The Hon'ble High Court also considered the similar matter wherein the Petitioner had approached the Hon'ble High Court of Judicature at Bombay Bench at Nagpur vide Writ Petition No. 8275 of 2018 between **Sandip Pralhad Ingole and others V/s. Central Bank of India and others**. The said Writ Petition was decided and partly allowed vide Judgment and Order dated 08.07.2019. This Judgment of the Hon'ble Nagpur Bench was in challenge before the Hon'ble Supreme Court in Civil Appeal Nos. 2760 to 2761 of 2023. In the said Civil Appeal, the Hon'ble Supreme Court vide order dated 13.07.2023, confirmed the order of the Hon'ble High Court of Judicature at Bombay Bench At Nagpur.

29. At this stage it is necessary to reproduce the observations and conclusions of the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad in its Judgment dated 12.01.2024 in Writ Petition No. 379 of 2024. The relevant paragraphs which can be directly applicable to the present dispute and has nexus, are reproduced as follows :-

“9. It is, thus, obvious that the issue before this Court and as was the issue before the Nagpur Bench, is as regards the fate of these workers, who have been working for years together and have been shown to be casual workers as Safai Karmacharis/ Kamgars. While dealing with this issue, the case turns upon the

clauses of the Memorandum of Settlement dated 09.08.2012 (hereinafter referred to as the "MoS") between the Respondent Bank and the recognized Union. As a background to the MoS, it needs mention that the Respondent Bank had decided to recruit subordinate staff with nomenclature as Safai Karmachari-cum-Sub Staff and/or Sub Staff. It is an admitted position that this Bank has been engaging temporaries and casual workers as Safai Karmacharis for decades together and at various branches all over India.

10. The recognized Union raised this issue on behalf of such employees and it was agreed between the parties vide the MoS that the Bank should initiate a "One Time Measure" (hereinafter referred to as the "OTM") for considering these workers for regularization. It is an admitted position, as set out in the MoS, that the Bank decided to adopt a "Pro Employee Initiative" and converted the Permanent Part Time Safai Karmacharis (PTSKs) into full time workers with the designation Safai Karmachari-cum- Sub Staff w.e.f. 01.04.2011. This was the mode adopted with regard to those temporaries, who were earlier working for decades and thereafter, their nomenclature was changed to Permanent Part Time Safai Karmacharis (PTSKs). We have every reason to be astonished by this definition since no provision under the Industrial Disputes Act, 1947 and presently, the Industrial Relations Code, 2020, has created any new category of workers as Permanent Part Time Safai Karmacharis.

11. The MoS indicates that the Bank decided to recruit Safai Kamgars by following the due process as a 'One Time Measure'. The recognized Union persuaded the Bank to adopt a humane approach and provide an opportunity to such temporaries/ casual workers to settle their grievances/ disputes / demands through an out of court mechanism. Keeping this in focus, the recognized Union and the Respondent Bank agreed on the following modalities:-

"WHEREAS after a series of discussions, it has since been agreed by and between the Management and All India Central Bank Employees' Federation (AICBEF) (Recognised Majority Union for Award Staff) that as a one time measure such temporary/casual workers so engaged by various branches within the guidelines of Central Office Management will be allowed to participate in the Recruitment Process which will be Initiated. In the Immediate future (but not in the subsequent processes, if any) for selection to the post of sub-ordinate staff with the designation 'Safai Karmachari-cum- sub-staff' and/or 'Sub-staff', on Full-Time basis (as per the eligibility criteria) alongwith fresh candidates, subject to fulfilling all the following conditions:

(i) Such temporary/casual worker should have been engaged in sub-ordinate cadre (including as Safai Karmachari) and have put in a minimum 45 days service during a continuous period of 12 months:

(ii) The age of the candidate should have been between 18 to 26 (relaxable in eligible categories as per rules) when they were initially engaged as temporary/casual worker.

(iii) The age of the candidate as on the date of this Settlement should not have been more than 45 years, Irrespective of category (i.e., SC/ST/OBC/GEN.)

(iv) The candidate should produce satisfactory proof acceptable to the Bank in support of his/her claim of having worked with the bank on temporary/casual basis for a minimum 45 days in a continuous period of 12 months.

(v) The Registration for employment with Employment Exchange by the candidate is preferred, but not essential. Accordingly, the candidates having valid Registration with Employment Exchanges should attach the duly attested cards/proof to this effect, at the time of applying for the post in terms of this Settlement.

(vi) In case of the candidate had hitherto filled cases in Courts/ALC 'RLC/CGIT etc. seeking absorption in permanent employment in the Bank and such cases are still pending for final disposal, such candidates should willingly and unconditionally withdraw such cases filed by them before different fora prior to applying for participating in the Recruitment Process in which they are so allowed to participate in terms of this Settlement for the post of Safai Karmachari-cum-sub-staff' and/or 'Sub-staff', subject to otherwise being eligible as per the eligibility criteria prescribed for respective post, and @ declaration to this effect should be Given along with an undertaking that he/she would abide by the results of the recruitment process.

(vii) Notwithstanding what is stated above, where there are Awards/ judgments of any Tribunal / Courts directing the Bank to include and consider any candidate! while conducting future process, such candidates would be considered and allowed to appear in the interview process initiated in pursuance of this Settlement irrespective of the age and other eligibility criteria provided under this Settlement subject however that in any case the age at the time of interview should not be above 60 years.

(viii) The Recruitment for the post of 'Safai Karmachari-cum-sub'staff' end 'Sub-staff' under this dispensation (i.e., for fresh candidates and also the candidates hitherto worked as temporary/causal worker and being eligible to apply for the same under this Settlement), shall be done through personal Interview of the eligible candidates by Committee/s to be constituted by the Management.

It is also agreed mutually that out of the vacancies of 'Sub-staff' so identified to be filled in through the Recruitment Process that will be initiated in immediate future, the existing 'Safai Karmachari cum-sub-staff' will be considered for conversion as 'Sub-staff' (Peon) (after following the due Process of conversion) to the extent of 25% of vacancies of 'Sub-staff' (as per the relevant guidelines of Government of India) under this Recruitment process only.

It is mutually understood and agreed that allowing the temporary/casual workers (being otherwise eligible to participate under this Settlement) alongwith the immediate Recruitment Process which will be conducted for selection of 'Safai Karmachari-cum-sub staff' and/or 'Sub-staff', is a one-time measure applicable only for this process under this Settlement and shall not be quoted as a precedent, in future. Further, such temporary/casual workers who do not apply for the process under this dispensation (being otherwise eligible to participate under this Settlement) for the reasons what-so-ever and/or those who, having participated in the process but could not be selected therein, have no right/claim what-so-ever to be called again for such process in succession or in future.

It is understood and agreed that the provisions of this settlement shall supercede the provisions of all previous settlements, if any, In this regard."

ONE TIME MEASURE- LEGAL PROCESS

13. *It does not call for any debate that the judgment delivered by the Honourable Supreme Court (five Judges Bench) in Secretary, State of Karnataka and others vs. Umadevi and others, (2006) 4 SCC 1, paved the way for regularization of long working temporaries/ casuals by introducing the principle of 'One Time Measure' (OTM). By the said judgment, the Honourable Supreme Court concluded that such OTM would be for those persons, who have been working regularly, though appointed irregularly. It has been clarified that distinction between "irregular appointments" and "illegal appointments" would be that irregular appointments are of those category of employees, who are not selected through a regular selection process, but are otherwise legally eligible to be appointed. Illegal appointments would include those persons, who may have been appointed through the regular process, but were inherently ineligible to be appointed. The Honourable Supreme Court also dealt with the aspect of legitimate expectation of long standing temporaries/ casual workers. It was then concluded that OTM shall be adopted by the concerned Authority to ensure that such appointments are regularized.*

14. *There is no dispute that the Respondent Bank and the recognized Union arrived at the MoS for introducing OTM for temporaries/ casuals. - - - - -."*

15. *Before the Nagpur Bench, in Sandip Pralhad Ingole (supra), it was concluded that the Bank is a public sector undertaking and is obliged to perform a duty to act legally, reasonably and ensure fulfillment of it's commitments under the industrial agreement. It is beyond debate that the settlement with a recognized union assumes a character of a supreme document and that binds not only the signatories to the settlement, but the entire establishment. The Nagpur Bench concluded that the Bank was under a commitment to honour the MoS. Earlier recruitment drive was cancelled/ aborted by the communication dated 04.07.2014. Since then, this is the first recruitment process vide the impugned advertisement published on the website of the Respondent Bank titled as "Recruitment of Safai Karmachari-cum-Sub-Staff and/or Sub Staff 2024-2025". Insofar as the Petitioners and similarly placed persons in the State of Maharashtra are concerned, the Bank published a notice in daily Marathi "Loksatta". It is, thus, apparent that after more than 11 years, the Respondent Bank has decided to adopt OTM for recruiting Safai Karmacharis and Sub Staff.*

16. *It is strenuously canvassed on behalf of the Respondent Bank that none of these candidates have completed 240 days in continuous employment. Each one of them used to work for various spells over a period of two months, three months or more and were replaced by a different batch of Safai Karmacharis. Naturally, this raises a question as to whether, the work of Safai Karmacharis was a seasonal employment with the Respondent Bank. This defies logic. It cannot be disputed that sweeping and cleaning the establishments and branches of the Respondent Bank is a continuous nature of work having a perennial character. By no stretch of imagination can it be termed or even attempted to be branded as seasonal employment. If the work of cleaning and sweeping the establishments and branches is of a perennial character, any argument contending that one batch of Safai Karmacharis worked for a particular duration to be replaced by another batch of Safai Karmacharis for another spell/ duration, has to be rejected outright keeping in view the law laid down by the Honourable Supreme Court in H.D. Singh vs. Reserve Bank of India and others, (1985) 4 SCC 201, State of Haryana and others vs. Piara Singh and others, (1992) 4 SCC 118 and Bajaj Auto Ltd. vs. Bhojane Gopinath D., 2004 I CLR 502.*

17. *The judgment of the Nagpur Bench in Sandip Pralhad Ingole (supra) was sought to be reviewed and there is no dispute that the Review Application was dismissed vide the order dated 08.02.2021. The judgment was carried to the Honourable Supreme Court by the Respondent Bank in Civil Appeal Nos.2760-2761/2023 and by order dated 13.07.2023, the Civil Appeals preferred by the Respondent Bank were dismissed with a reasoned order, which reads thus:-*

"These appeals arise out of the orders dated 08.07.2019 and 08.02.2021 passed by the High Court of Judicature at Bombay, Nagpur Bench, in W.P. No. 8275 of 2018 and MCAST No. 19326 of 2019

respectively. The High Court, while allowing the writ petition, issued certain directions relying upon the Memorandum of Settlement dated 09.08.2012 entered into between the Management- Bank and the Employees' Federation which prompted/culminated into the Management- Bank issuing a Circular Letter No. CO:HRD:IRP:2012:13:17 dated 14.08.2012. The directions read as follows:-

"i. The writ petition is partly allowed.

ii. We direct to the respondent bank to fulfil its obligation under the Memorandum of Settlement dated 9th August, 2012 imposing a duty to initiate the recruitment process only as one time measure for selecting, from amongst casual and temporary workers, "Safai Karmachari cum Sub Staff" on full time basis within a period of six months from the date of the receipt of order.

iii. By issuing such directions, we have not taken away discretion of the bank to determine the availability of the vacancies and to adopt a particular procedure for making recruitments or select or reject candidates on the basis of performance and on merit and other similar factors.

iv. Rule is made absolute in these terms. No order as to costs."

As per the said Memorandum of Settlement, it was agreed that the temporary and casual workers engaged in the Bank and who have put in a minimum 45 days' service during a continuous period of 12 months may be permitted to participate in the ensuing recruitment process for the selection of "Safai Karmachari-cum-sub-staff" and/or 'Sub- Staff' as a one-time measure.

Considering the said Memorandum of Settlement, the High Court found that though there was some delay in moving the writ petition, but looking to the obligation of the Bank, as agreed, which has not been discharged in its right perspective, the above directions were issued. In fact, the High Court found that to fulfill the obligations under the Memorandum of Settlement, the Bank had indeed initiated recruitment process for selection of "Safai Karmachari-cum-sub-staff", but midway through, the process of recruitment was cancelled for some of the regions.

In the said context, while allowing the writ petition, it was directed that the Bank shall fulfil its obligations under the Memorandum of Settlement dated 09.08.2012 and initiate the recruitment process only as a one-time measure for selecting from amongst the casual/ temporary workers, 'Safai Karmachari-cum- sub-staff' on full time basis within a period of six months from the receipt of the order.

The High Court has further observed that, while issuing such a direction, the right of the Bank to determine the availability of the vacancies and to adopt a particular procedure for making recruitments or select or reject candidates on the basis of performance and on merit and other similar factors, has not been taken away.

After hearing Shri Dhruv Mehta, learned senior counsel for the appellant-Bank and Mr. Rituraj Biswas, learned counsel for the respondents, and considering the contents of the Memorandum of Settlement and the obligation, which is required to be discharged by the Bank, we are of the opinion that the Management Bank has not honoured its commitment given under the Memorandum of Settlement. In fact, the Bank had taken steps to initiate the recruitment process in furtherance of the Settlement and by a subsequent communication cancelled the process selectively for some of the regions. The High Court, while allowing the petition, directed the Bank to fulfil its obligation within the time stipulated therein by the impugned order(s). In our view, the High Court has not committed any error, while dealing with the terms of the Memorandum of Settlement in passing the impugned order(s).

In view of the foregoing, we are not inclined to interfere with the order(s) impugned. The appeals are, accordingly, dismissed. However, the process of selection, as directed by the High Court, may now be completed within a period of six months from today.

Pending interlocutory application(s), if any, is/are disposed of."

18. In view of the above, it is apparent that the Honourable Supreme Court concluded, in its above reproduced order dated 13.07.2023, that "In the said context, while allowing the writ petition, it was directed that the Bank shall fulfil its obligations under the Memorandum of Settlement dated 09.08.2012 and initiate the recruitment process only as a one-time measure for selecting from amongst the casual/ temporary workers, 'Safai Karmachari-cum-sub-staff' on full time basis within a period of six months from the receipt of the order." It was further noted that the High Court had permitted the Bank to adopt a particular procedure for selecting or rejecting candidates on the basis of the performance and merit. The Honourable Supreme Court, thereafter, recorded that "we are of the opinion that the Management Bank has not honoured its commitment given under the Memorandum of Settlement. In fact, the Bank had taken steps to initiate the recruitment process in furtherance of the Settlement and by a subsequent communication cancelled the process selectively for some of the regions. The High Court, while allowing the petition, directed the Bank to fulfil its obligation within the time stipulated therein by the impugned order(s). In our

view, the High Court has not committed any error, while dealing with the terms of the Memorandum of Settlement in passing the impugned order(s)".

19. *It is, thus, crystal clear that the OTM was meant only for those Safai Karmacharis or Sub-Staff, who were already working with the Bank. These directions of the Honourable Supreme Court read with the law laid down in Umadevi (supra), lead to a sine-qua-non that the only option available for the Bank was to ensure that the long serving employees as like the Petitioners at it's various establishments and branches in India, were considered for the OTM.*

CONCLUSIONS

27. -----.

28. *Considering the view expressed by this Court at Aurangabad in the order dated 30.08.2023 (supra), the order of the Nagpur Bench dated 08.07.2019 (supra) and the observations of the Honourable Supreme Court in the order dated 13.07.2023 reproduced above, we deem it appropriate to direct the Respondent Bank to lend a literal meaning to the term "One Time Measure" and initiate the recruitment process for those employees, who are working as Safai Karmacharis/ temporaries/ casuals in the Safai Karmachari cadre and Sub- Staff cadre in view of the MoS. It is also mentioned in the MoS (reproduced above) that after such OTM, these candidates would not be allowed to participate in the recruitment process which would be initiated by the Respondent Bank subsequently."*

30. These observations and conclusions of the Hon'ble High Court clearly covers the case of the Workman for absorption. There cannot be any deviation than what is concluded by the Hon'ble High Court as above, except for implementation of terms and conditions in the memorandum of settlement with the recognized Union, which is the service conditions between the parties. No other provisions of the I.D. Act or service Rules provides for such absorption in service of the Bank, as claimed by the Workman.

31. Advertisement for recruitment as a Safai Karmachari / Sub-staff / Peon published in the year 2024-25, is not yet proceeded with. It has also come on record that there are many posts of Safai Karmachari to be filled in the Pempiri Branch (2942), but as on today, there is no permanent Safair Karmachari or Peon. However, such post is in existence and it needs to be filled permanently by adhering to the recruitment process and by adhering to the memorandum of settlement of 2012 with the recognized Union.

32. I have considered the case laws filed on behalf of the both parties. The case laws filed by both the parties are all considered by the Hon'ble High Court in its Judgment dated 12.01.2024 in Writ Petition No. 379 of 2024, on which I have placed my heavy reliance, and therefore, the case laws relied by both the parties are already considered.

33. On behalf of the Workman, certain other case laws are relied upon, which deal with termination of service and compliance of the provisions of the I.D. Act pertaining to retrenchment by the employer. However, as observed earlier, the issue of termination of the Workman is not relevant in this case. Therefore, the case laws in respect of retrenchment / termination are not relevant to the subject matter of the dispute.

34. In view of the above, Issue No. 1 regarding existence of relationship of employer and employee between the Workman and the Bank is proved and answered in Affirmative. Issue No. 2 is answered partly in affirmative. For issue No. 3, I pass the following Order.

ORDER

1. The Reference is answered partly in affirmative.
2. The claim of the Workman Shri. Sanjay Rambhau Dube on the Management of the Bank, Pempiri Branch (2942), for absorbing him on the post of permanent full time Safai Karmachari is justified, subject to his participation in the recruitment process and in terms of the memorandum of settlement dated 09.08.2012 with the recognized Union.
3. The Workman Shri. Sanjay Rambhau Dube is entitled for absorption on the post of Safai Karmachari / Sub-staff or in other similar post, on participation in immediate recruitment process which would be initiated by the Bank.
4. The Bank is further directed to consider the Second Party Workman in the recruitment process in accordance with the terms of memorandum of settlement dated 09.08.2012, and if eligible and suitable, grant him appointment on permanent basis.
5. No order as to costs.
6. Copies of this Award be sent to Government of India, Ministry of Labour, New Delhi for publication and further necessary action.

SAMEENA ABDULMAZID KHAN, Member

Date : 20.03.2025.

नई दिल्ली, 25 अप्रैल, 2025

का.आ. 712.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय अहमदनगर के पंचाट (11/2018) प्रकाशित करती है।

[सं. एल – 12012/72/2017- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 25th April, 2025

S.O. 712.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 11/2018) of the *Indus.Tribunal-cum-Labour Court Ahmednagar* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12012/72/2017- IR(B-II)]

SALONI, Dy. Director

ANNEXURE**IN THE INDUSTRIAL COURT AT AHMEDNAGAR.****BEFORE SAMEENA KHAN, MEMBER.****Reference (I.T.) No. 11/2018.**

(CNR – MHIC-160000362018)

1. Zonal Manager,
Central Bank of India,
317, M.G. Road,
Pune – 411011.
2. Regional Manager,
Central Bank of India,
Regional Office,
Aurangabad Plot No. 113, 5/5/72,
New Osmanpura, Aurangabad 431001.
3. Branch Manager,
Central Bank of India,
Branch – P.M.T. Loni, At Post Loni,
Tq. Rahata, Dist. Ahmednagar.

... **First Party.****VERSUS**

Sunil Dhondiba Bire,
Age : 32 years, Occu. : Service,
R/o. At Post Pathare Budruk,
(Datta Mandir Kadu Wasti),
Tq. Rahata, Dist. Ahmednagar.

... **Second Party.****APPEARANCE :-**

Smt. T. T. Kakad, Ld. Adv. for First Party.

Shri. K. Y. Modgekar, Ld. Adv. for Second Party.

AWARD**(Delivered on 20/03/2025)**

1. The Central Government, in exercise of its powers under Clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (for the sake of brevity, referred to as “the I.D. Act”), has referred the dispute between the parties for adjudication to this Industrial Tribunal, vide its orders dated 15.02.2018.

2. The terms of Reference as per Schedule is as follows :-

“Whether the claim of the workman Shri. Sunil Dhondiba Bire, on the management of Central Bank of India, PMT Loni, Utility Complex Branch (3278) for absorbing him in the post of permanent full time Safai Karmachari is justified? If yes, to what relief the workman concerned is entitled to?”

For the sake of brevity, the Second Party Workman Shri. Sunil Dhondiba Bire will be referred to as ‘the Workman’, and the First Party Central Bank of India will be referred to as the ‘the Bank’.

3. After the dispute was received for adjudication, notices were issued to the parties. In response thereof, the Workman has filed his Statement of Claim at Exh. U-3. The facts of the case as pleaded in the Statement of Claim by the Workman is crystallized as follows :-

i) Since 01.11.2008, the Workman is working with the Bank on daily wages as a Safai Karmachari / Unskilled Worker / Peon Class-IV.

ii) It is submitted that he has worked continuously since 01.11.2008 till filing of the Statement of Claim.

iii) The legal provisions as provided under Sections 25-F, 25-G and 25-H, and Rules 80 and 81 of the I.D. Act are applicable to the Bank.

iv) It is submitted that as per the Rules applicable to the Bank, it is obligatory to grant permanency to the Workman who has worked for more than 45 days.

v) During his service tenure, the Workman has completed 240 days of service each year. The nature of work performed by him is of permanent nature. He was performing the work like other permanent Safai Karmachari.

vi) However, no permanency was granted to him and he was not absorbed in permanent employment in breach of service Rules and agreement with the Union, on completion of 45 days of his service.

vii) The Workman submits that he is belonging to Hindu Dhangar (Nomadic Tribes) Caste. His birth date is 16.11.1984, and his educational qualification is 12th pass.

viii) Other employees junior to the Workman are still retained in the services.

ix) The Workman, therefore, prays to be absorbed him in the service as a permanent employee with consequential benefits.

4. The Bank filed its Written Statement at Exh. C-3, inter alia resisting the claim of the Workman as not maintainable. According to the Bank there is no cause of action for raising the dispute. There is no employer-employee relationship between the Bank and the Workman, and therefore, the Workman has no locus standi to raise dispute.

5. It is further submitted that the Workman was never appointed by the Bank as its workman nor he has worked on permanent basis with the Bank. The Workman is appointed on daily wages for specific purpose as per availability of work. He is called to work whenever there was necessity.

6. It is further submitted that there is Statutory Recruitment Rules applicable for appointment with the Bank. As per the Recruitment Rules, an advertisement is published and on application as per the advertisement, eligible candidates are required to appear for examination and on the basis of merit list of said exam, the recruitment is done. There is no Rule to grant absorption or permanency to the employee on completion of 45 days of service on daily wage.

7. The Bank submits that whenever there is availability of work, the Workman would be called and allotted work. The Workman being on daily wages, his contract of employment is for a particular day only, and therefore, it cannot be said that the Workman was or is entitled for permanency. Moreover, the Regional Manager is not appointing authority for the Bank.

8. With these contentions, it is prayed that the claim of the Workman be rejected.

9. Considering the above facts and circumstances, Issues have been framed by my Learned Predecessor at Exh. O-5, and I have given my findings on them, for the reasons stated below, are as under :-

Sr. No.	Issues	Findings
1.	Whether there exists employer-employee relation between the First Party and the Second Party.	Affirmative.
2.	Whether the claim of the Second Party Workman Mr. Sunil Dhondiba Bire, on the Management of Central Bank of India, PMT Loni, Utility Complex Branch for absorbing him in the post of permanent full time Safai Karmachari, is justified?	Partly Affirmative.
3.	If yes, to what relief the Second Party Workman is entitled for?	As per final Award.

10. On behalf of the Workman, oral evidence is led at Exh. U-18 and Exh. U-23. The Workman has filed documents on record along with lists Exh. U-7, U-11, Exh. U-13 is a Inspection Report with statement attached, Exh. U-15, U-18, and Exh. U-20. On behalf of the Bank its Branch Manager is examined at Exh. C-10.

11. Heard Learned Advocate Mr. K. Y. Modgekar on behalf of the Workman, and Learned Advocate Mrs. T. T. Kakad on behalf of the Bank. Perused the order of Reference, Statement of Claim, Written Statement, oral as well as documentary evidence on record. Both the parties have relied upon case laws in respect of their respective contentions, which is also considered. Learned Advocate for both the parties took me through the entire oral as well as documentary evidence on record and vehemently argued the matter in support of their respective contentions.

12. Learned Advocate Mr. K.Y. Modgekar, on behalf of the Workman vehemently argued the matter and submitted that the Workman is in continuous employment with the Bank, and during his service tenure from 01.11.2008 till this date, he has completed 240 days of service in each year. He further strenuously argued that as per the settlement with Union functioning in the Bank, it is agreed that daily wager or casual employee who worked for more than 45 days would be absorbed in permanent service. However, the Bank has not complied with the terms of settlement with the Union. Therefore, the Workman is entitled for absorption as a permanent Safai Karmachari / Peon.

In support of his submissions, he relied upon the following case laws :-

- 1) *Jaggo V/s. Union of India and others, reported in 2025 (1) Bom.L.C. 261 (SC).*
- 2) *H.D. Singh V/s. Reserve Bank of India and others, Civil Appeal No. 6417/NL/1983 dated 10.09.1985.*
- 3) *Trade-Wings Limited V/s. Prabhakar Dattaram Phodkar of Bombay and Ors, reported in 1992 LR (1) 480.*
- 4) *Umesh Saxena V/s. Presiding Officer, Labour Court, Agra and others, reported in 1993 FLR (66) 566.*
- 5) *Divisional Secretary, Maharashtra State Board of Secondary and Secondary Education, Nagpur and another V/s. Mohd. Naim s/o Abdul Rahim, reported in 2009 (1) Bom. LC 453 (Bom).*
- 6) *Jayantibhai Raojibhai Patel V/s. Municipal Council, Narkhed, Civil Appeal No. 6188 of 2019, arising out of SLP (C) No. 8112 of 2019, dated 21.08.2019.*
- 7) *M.P. Electricity Board, Vidisha V/s. Hariram and another, reported in 2000 (87) FLR 750.*
- 8) *Samishta Dube V/s. City Board, Etawah & Another, reported in 1999 CLR 460.*
- 9) *General Manager, Telecom, Nagpur and others V/s. Naresh Brijlal Charote, reported in 2001 LAB I.C. 2127.*
- 10) *Gauri Shankar Vs. State of Rajasthan, reported in 2015 LLR 785.*
- 11) *Bright Export Limited v/s. Central Board of Trustee, EPF Organisation, reported in 2016 LLR 487.*
- 12) *Sanjay Kumar s/o Surendra Kumar Sharma V/s. Chief Executive Officer, Janpad Panchayat, Ratlam, reported in 2010 LLR 1065.*
- 13) *Central Welfare Board and Others V/s. Ms. Anjali Bepari and Others, reported in 1996 LLR 1089.*
- 14) *Vilas Agaji Pawar and others V/s. The Union of India Additional Solicitor General and Others, Writ Petition No. 379 of 2024 dated 12th January, 2024.*
- 15) *Chief Conservator of Forests, Pune (T) and another, V/s. Janabai Sonaba Sarpale, reported in 2019 (1) Bom.LC 18.*
- 16) *K.V. Durga Prasad & Ors. V/s. Sri. Durgamalleshwara Swami Vari Devasthanam Vijayawada & Ors., reported in 1996 LLR 329.*
- 17) *Spentex Industrial Limited V/s. Member, Industrial Court, Nagpur and others, reported in 2011 (131) FLR 843.*

13. Per contra, Learned Advocate Mrs. T. T. Kakad on behalf of the Bank has vehemently submitted that being a Nationalized Bank the Bank is governed by its Recruitment Rules. No recruitment or appointment in the Bank can be done without following due procedure of recruitment. The Workman cannot be allowed back door entry as claimed in this Reference. Further it was strenuously submitted that the Workman being a daily wager has no right of employment and further to be absorbed in the service. The workman being a daily wager and not in regular employment with the Bank, cannot be said to be a Workman of the Bank, and therefore, lacking relationship between the Bank and the Workman of employer-employee, the demand of the Workman is without locus standi.

In support of her submissions, she relied upon the case in between *Secretary, State of Karnataka and Ors. V/s. Umadevi and others, reported in AIR 2006 SC 1806*. She also filed on record a copy of Judgment and Award dated 04.07.2019 passed in Reference (I.T.) No. 14 of 2015 by this Tribunal.

REASONS

As to Issue Nos. 1 to 3 :-

14. Before proceeding for adjudication, it is worthwhile to consider the *lis* between the parties which is referred to this Tribunal by the Appropriate Government.

15. Admittedly, as per the Order of Reference, the Reference is under Section 10(1)(d) of the I. D. Act by the Central Government.

Section 10(1)(d) reads as, “where the Central Government is of opinion that any Industrial Dispute exists or is apprehended, it may at any time by order in writing, refer the dispute or any matter appearing to be connected with or relevant to the dispute, whether it relates to any matter specified in the Second Schedule or the Third Schedule, to a Tribunal for adjudication.”

Therefore, in terms of this provision, the dispute between the parties is referred for adjudication.

16. Further as per Section 10(4) powers of the Tribunal to make an Award is restricted - (i) to the points of dispute referred for adjudication and (ii) to the points incidental thereto. Therefore, this Sub-section indicates that extent of jurisdiction of the adjudicatory Tribunal is confined to the points specified in the Order of Reference or matters incidental thereof.

The jurisdiction of a Tribunal springs from the order of Reference and it has to confine its adjudication to the specified Industrial Dispute and matters incidental thereof. This is beyond doubt on the language of Sub-section 4 itself and various decisions of Hon'ble Supreme Court and Hon'ble High Courts. Therefore, in view of the express language there can be no doubt that the Tribunal has no power to make an Award on points of dispute not referred for adjudication or on a point which is not incidental to the point of dispute referred for adjudication. It is not open for the Tribunal to travel beyond the terms of Reference. The Tribunal cannot expand its jurisdiction beyond the term of Reference as mentioned in the Schedule.

17. Having regard to the dictionary meaning of the word 'incidental', evidently matters which require independent consideration or treatment and have their own importance cannot be considered 'incidental'. The matters which are incidental to the Reference may, sometimes relate to questions which go to the root of the jurisdiction of Tribunal. For example, question relating to the nature of activity of the employer as to whether it constitutes an industry or not, question relating to maintainability etc. It is on the determination of this question that the jurisdiction of the Tribunal to adjudicate upon the Reference rests. Therefore, such questions may fall as matters incidental to Reference.

18. Adverting to the present Order of Reference dated 15.02.2018, the Schedule of Reference is for adjudication of the dispute as to “*Whether the claim of the workman Shri. Sunil Dhondiba Bire, on the management of Central Bank of India, PMT Loni, Utility Complex Branch (3278) for absorbing him in the post of permanent full time Safai Karamchari is justified? If yes, to what relief the workman concerned is entitled to?*” Therefore, considering the Schedule as above, the adjudication can only be confined to the dispute as referred for adjudication.

19. On considering the pleadings of the Workman and reliefs claimed in his Statement of Claim, it is quite apparent that he has pleaded and also claimed relief regarding equal pay for equal work. The same was not part of the dispute which was raised for adjudication and referred by this Reference. Therefore, considering the same would run counter to grain of the provisions of the I. D. Act.

20. Hence, in view of the above factual aspects and legal proposition, I am confining the present dispute for adjudication only as referred in the Schedule to Order of Reference dated 15.02.2018. My Learned Predecessor has also framed issues in terms of Schedule with an incidental issue as to “whether their exist employer-employee relationship between the First Party Bank and Second Party Workman?” Therefore, the *lis* between the parties is confined only to the Order of Reference and discussed in this Award.

21. It is not in dispute that the Workman was working with the Bank on daily wages as a Safai Karmachari, initially since 01.11.2008. The Workman has filed on record an inspection report at Exh. U-13. A chart is annexed with the said inspection report which reflects that the Workman has worked with the Bank, PMT Loni Branch dated 02.02.2010 for 9 days, dated 02.03.2010 for 13 days, dated 01.01.2010 for 05 days, dated 04.05.2010 for 06 days, dated 05.06.2010 for 15 days, dated 02.07.2010 for 01 day, dated 10.04.2010 for 01 day, dated 02.09.2010 for 16 days, and dated 01.10.2010 for 08 days. Apart from this details of number of working days, the witness on behalf of the Bank has categorically admitted that the Workman was initially appointed since 01.11.2008, and was paid wages till date.

22. It is also not in controversy that the Bank on 09.08.2012, entered into a memorandum of settlement with the All India Central Bank Employees' Federation (AICBEF) (Recognised Majority Union For Award Staff), by which it was agreed that temporary / casual workers engaged in various branches of the Bank all over India, would be allowed to participate in the recruitment process to be initiated in immediate future, but not in the subsequent process for

selection to the post of Safai-Karmachari-cum-sub-staff on full time basis along with fresh candidates. The criteria for the casual workers engaged in various branches of the Bank to participate in the recruitment process was to produce his satisfactory proof acceptable to the Bank to show that such worker have been engaged in subordinate cadre (including as Safai Karmachari) and has put in a minimum 45 days service till a period of 12 months. Based on this settlement, the Workman is claiming absorption with the Bank.

23. Admittedly, the Bank is a Nationalized Bank. Admittedly, the recruitment in the Bank is governed by its Recruitment Rules. The Workman in his cross-examination has categorically admitted that the Bank is a Nationalized Bank functioning all over India. It is also admitted that the recruitment of employees in the Bank is through Central Office, and for the purpose of such recruitment, an advertisement is published with terms and conditions and requisite qualification. On the applications in response to the said advertisement, eligible candidates are selected who is to undergo written examination as well as oral interview. Thereafter, the candidate is selected and issued with order of appointment. The Workman, at the time of entry to work as Safai Karmachari in the Bank, had not undergone any such recruitment process. This fact is also admitted by the Workman in his cross-examination. It is also admitted by him in his cross-examination that he was not issued with any written appointment order. He further admits that in response to the subsequent advertisement of recruitment dated 22.12.2023, the worker who had applied for such appointment were given relaxation in age, etc. However, the said advertisement could not reach its logical end and no recruitment could take place as per the said advertisement. A copy of such application by the Workman to the Bank for participation in the recruitment procedure in the year 2023 is filed on record along with list at Exh. U-20, at serial No. 7.

24. There is no doubt that the nature of work performed by the Workman is of continuous and permanent nature. The Workman in his oral evidence has specifically mentioned names of persons who are retained in service. This fact is also admitted by the witness on behalf of the Bank in his cross-examination. The witness admits that the Workman Mr. Sunil Bire is still working on daily wages in the Bank. He further admits that there is no permanent Sweeper or Peon in the Bank. Therefore, it is clear that as on today, no person is working in the Bank as a Sweeper / Peon on permanent basis. The witness also admits that cleanliness in the Bank is a essential service.

25. Therefore, considering the oral evidence on record and on analysis of the same, the absorption of the Workman in the Bank, it being a Nationalized Bank, amenable to Service Rule and bound by the settlement with recognized Union, it would be legal, proper and justified to absorb the Workman in terms of memorandum of settlement dated 09.08.2012 with the recognized Union. The said memorandum of settlement is filed on record by the Workman at Exh. U-18, serial No. 12. Various communications by the Bank and the Union regarding implementation of the said settlement dated 09.08.2012 are also filed on record by the Workman along with list at Exh. U-18, at serial Nos. 1, 2, 3, 4, 11, 13 and 14. These documents filed on record, undisputedly exhibits that the settlement between the Bank and the recognized Union dated 09.08.2012 is not implemented as on today.

26. The similar issue as in the present Reference, regarding absorption of casual employees in the Bank as per the memorandum of settlement dated 09.08.2012 was dealt by the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad, the Hon'ble High Court of Judicature at Bombay Bench at Nagpur and the Hon'ble Supreme Court. The latest Judgment on this issue is by the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad in Writ Petition No. 379 of 2024, in which order is passed on 12.01.2024. In the said order dated 12.01.2024, the Hon'ble High Court has considered the Judgments in various Writ Petitions before the same Bench, before Hon'ble Bench at Nagpur and the Hon'ble Supreme Court.

27. The said Judgment is necessary for consideration and adjudication of the present dispute between the parties. In the facts as well as law, the Judgment in Writ Petition No. 379 of 2024 is squarely applicable to the dispute in this Reference. The Petitioners in the said Writ Petition were also working as Safai Karmachari (casual workers) with the Bank. The memorandum of settlement with the recognized Union dated 09.08.2012, permitting them to participate in the recruitment process on the post of Safai Karmachari on full time basis along with fresh candidate, was in issue.

28. The Hon'ble High Court considered the earlier orders of the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad in Writ Petition No. 14281 of 2019 between **Vilas Agaji Pawar and others V/s. Union of India and others** dated 30.08.2023. The Hon'ble High Court also considered the similar matter wherein the Petitioner had approached the Hon'ble High Court of Judicature at Bombay Bench at Nagpur vide Writ Petition No. 8275 of 2018 between **Sandip Pralhad Ingole and others V/s. Central Bank of India and others**. The said Writ Petition was decided and partly allowed vide Judgment and Order dated 08.07.2019. This Judgment of the Hon'ble Nagpur Bench was in challenge before the Hon'ble Supreme Court in Civil Appeal Nos. 2760 to 2761 of 2023. In the said Civil Appeal, the Hon'ble Supreme Court vide order dated 13.07.2023, confirmed the order of the Hon'ble High Court of Judicature at Bombay Bench At Nagpur.

29. At this stage it is necessary to reproduce the observations and conclusions of the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad in its Judgment dated 12.01.2024 in Writ Petition No. 379 of 2024. The relevant paragraphs which can be directly applicable to the present dispute and has nexus, are reproduced as follows :-

“9. It is, thus, obvious that the issue before this Court and as was the issue before the Nagpur Bench, is as regards the fate of these workers, who have been working for years together and have been shown to be

casual workers as Safai Karmacharis/ Kamgars. While dealing with this issue, the case turns upon the clauses of the Memorandum of Settlement dated 09.08.2012 (hereinafter referred to as the "MoS") between the Respondent Bank and the recognized Union. As a background to the MoS, it needs mention that the Respondent Bank had decided to recruit subordinate staff with nomenclature as Safai Karmachari-cum-Sub Staff and/or Sub Staff. It is an admitted position that this Bank has been engaging temporaries and casual workers as Safai Karmacharis for decades together and at various branches all over India.

10. The recognized Union raised this issue on behalf of such employees and it was agreed between the parties vide the MoS that the Bank should initiate a "One Time Measure" (hereinafter referred to as the "OTM") for considering these workers for regularization. It is an admitted position, as set out in the MoS, that the Bank decided to adopt a "Pro Employee Initiative" and converted the Permanent Part Time Safai Karmacharis (PTSKs) into full time workers with the designation Safai Karmachari-cum- Sub Staff w.e.f. 01.04.2011. This was the mode adopted with regard to those temporaries, who were earlier working for decades and thereafter, their nomenclature was changed to Permanent Part Time Safai Karmacharis (PTSKs). We have every reason to be astonished by this definition since no provision under the Industrial Disputes Act, 1947 and presently, the Industrial Relations Code, 2020, has created any new category of workers as Permanent Part Time Safai Karmacharis.

11. The MoS indicates that the Bank decided to recruit Safai Kamgars by following the due process as a 'One Time Measure'. The recognized Union persuaded the Bank to adopt a humane approach and provide an opportunity to such temporaries/ casual workers to settle their grievances/ disputes / demands through an out of court mechanism. Keeping this in focus, the recognized Union and the Respondent Bank agreed on the following modalities:-

"WHEREAS after a series of discussions, it has since been agreed by and between the Management and All India Central Bank Employees' Federation (AICBEF) (Recognised Majority Union for Award Staff) that as a one time measure such temporary/casual workers so engaged by various branches within the guidelines of Central Office Management will be allowed to participate in the Recruitment Process which will be Initiated. In the Immediate future (but not in the subsequent processes, if any) for selection to the post of sub-ordinate staff with the designation 'Safai Karmachari-cum- sub-staff' and/or 'Sub-staff', on Full-Time basis (as per the eligibility criteria) alongwith fresh candidates, subject to fulfilling all the following conditions:

- (i) Such temporary/casual worker should have been engaged in sub-ordinate cadre (including as Safai Karmachari) and have put in a minimum 45 days service during a continuous period of 12 months:
- (ii) The age of the candidate should have been between 18 to 26 (relaxable in eligible categories as per rules) when they were initially engaged as temporary/casual worker.
- (iii) The age of the candidate as on the date of this Settlement should not have been more than 45 years, Irrespective of category (i.e., SC/ST/OBC/GEN.)
- (iv) The candidate should produce satisfactory proof acceptable to the Bank in support of his/her claim of having worked with the bank on temporary/casual basis for a minimum 45 days in a continuous period of 12 months.
- (v) The Registration for employment with Employment Exchange by the candidate is preferred, but not essential. Accordingly, the candidates having valid Registration with Employment Exchanges should attach the duly attested cards/proof to this effect, at the time of applying for the post in terms of this Settlement.
- (vi) In case of the candidate had hitherto filled cases in Courts/ALC 'RLC/CGIT etc. seeking absorption in permanent employment in the Bank and such cases are still pending for final disposal, such candidates should willingly and unconditionally withdraw such cases filed by them before different fora prior to applying for participating in the Recruitment Process in which they are so allowed to participate in terms of this Settlement for the post of Safai Karmachari-cum-sub-staff' and/or 'Sub-staff', subject to otherwise being eligible as per the eligibility criteria prescribed for respective post, and @ declaration to this effect should be Given along with an undertaking that he/she would abide by the results of the recruitment process.
- (vii) Notwithstanding what is stated above, where there are Awards/ judgments of any Tribunal / Courts directing the Bank to include and consider any candidate! while conducting future process, such candidates would be considered and allowed to appear in the interview process initiated in pursuance of this Settlement irrespective of the age and other eligibility criteria provided under this Settlement subject however that in any case the age at the time of interview should not be above 60 years.
- (viii) The Recruitment for the post of 'Safai Karmachari-cum-sub'staff' end 'Sub-staff' under this dispensation (i.e., for fresh candidates and also the candidates hitherto worked as temporary/causal worker and being eligible to apply for the same under this Settlement), shall be done through personal Interview of the eligible candidates by Committee/s to be constituted by the Management.

It is also agreed mutually that out of the vacancies of 'Sub-staff' so identified to be filled in through the Recruitment Process that will be initiated in immediate future, the existing 'Safai Karmachari cum-sub-staff' will be considered for conversion as 'Sub-staff' (Peon) (after following the due Process of conversion) to the extent of 25% of vacancies of 'Sub-staff' (as per the relevant guidelines of Government of India) under this Recruitment process only.

It is mutually understood and agreed that allowing the temporary/casual workers (being otherwise eligible to participate under this Settlement) alongwith the immediate Recruitment Process which will be conducted for selection of 'Safai Karmachari-cum-sub staff' and/or 'Sub-staff', is a one-time measure applicable only for this process under this Settlement and shall not be quoted as a precedent, in future. Further, such temporary/casual workers who do not apply for the process under this dispensation (being otherwise eligible to participate under this Settlement) for the reasons what-so-ever and/or those who, having participated in the process but could not be selected therein, have no right/claim what-so-ever to be called again for such process in succession or in future.

It is understood and agreed that the provisions of this settlement shall supercede the provisions of all previous settlements, if any, In this regard."

ONE TIME MEASURE- LEGAL PROCESS

13. *It does not call for any debate that the judgment delivered by the Honourable Supreme Court (five Judges Bench) in Secretary, State of Karnataka and others vs. Umadevi and others, (2006) 4 SCC 1, paved the way for regularization of long working temporaries/ casuals by introducing the principle of 'One Time Measure' (OTM). By the said judgment, the Honourable Supreme Court concluded that such OTM would be for those persons, who have been working regularly, though appointed irregularly. It has been clarified that distinction between "irregular appointments" and "illegal appointments" would be that irregular appointments are of those category of employees, who are not selected through a regular selection process, but are otherwise legally eligible to be appointed. Illegal appointments would include those persons, who may have been appointed through the regular process, but were inherently ineligible to be appointed. The Honourable Supreme Court also dealt with the aspect of legitimate expectation of long standing temporaries/ casual workers. It was then concluded that OTM shall be adopted by the concerned Authority to ensure that such appointments are regularized.*

14. *There is no dispute that the Respondent Bank and the recognized Union arrived at the MoS for introducing OTM for temporaries/ casuals. -----."*

15. *Before the Nagpur Bench, in Sandip Pralhad Ingole (supra), it was concluded that the Bank is a public sector undertaking and is obliged to perform a duty to act legally, reasonably and ensure fulfillment of it's commitments under the industrial agreement. It is beyond debate that the settlement with a recognized union assumes a character of a supreme document and that binds not only the signatories to the settlement, but the entire establishment. The Nagpur Bench concluded that the Bank was under a commitment to honour the MoS. Earlier recruitment drive was cancelled/ aborted by the communication dated 04.07.2014. Since then, this is the first recruitment process vide the impugned advertisement published on the website of the Respondent Bank titled as "Recruitment of Safai Karmachari-cum-Sub-Staff and/or Sub Staff 2024-2025". Insofar as the Petitioners and similarly placed persons in the State of Maharashtra are concerned, the Bank published a notice in daily Marathi "Loksatta". It is, thus, apparent that after more than 11 years, the Respondent Bank has decided to adopt OTM for recruiting Safai Karmacharis and Sub Staff.*

16. *It is strenuously canvassed on behalf of the Respondent Bank that none of these candidates have completed 240 days in continuous employment. Each one of them used to work for various spells over a period of two months, three months or more and were replaced by a different batch of Safai Karmacharis. Naturally, this raises a question as to whether, the work of Safai Karmacharis was a seasonal employment with the Respondent Bank. This defies logic. It cannot be disputed that sweeping and cleaning the establishments and branches of the Respondent Bank is a continuous nature of work having a perennial character. By no stretch of imagination can it be termed or even attempted to be branded as seasonal employment. If the work of cleaning and sweeping the establishments and branches is of a perennial character, any argument contending that one batch of Safai Karmacharis worked for a particular duration to be replaced by another batch of Safai Karmacharis for another spell/ duration, has to be rejected outright keeping in view the law laid down by the Honourable Supreme Court in H.D. Singh vs. Reserve Bank of India and others, (1985) 4 SCC 201, State of Haryana and others vs. Piara Singh and others, (1992) 4 SCC 118 and Bajaj Auto Ltd. vs. Bhojane Gopinath D., 2004 I CLR 502.*

17. *The judgment of the Nagpur Bench in Sandip Pralhad Ingole (supra) was sought to be reviewed and there is no dispute that the Review Application was dismissed vide the order dated 08.02.2021. The judgment was carried to the Honourable Supreme Court by the Respondent Bank in Civil Appeal Nos.2760-2761/2023 and by order dated 13.07.2023, the Civil Appeals preferred by the Respondent Bank were dismissed with a reasoned order, which reads thus:-*

"These appeals arise out of the orders dated 08.07.2019 and 08.02.2021 passed by the High Court of Judicature at Bombay, Nagpur Bench, in W.P. No. 8275 of 2018 and MCAST No. 19326 of 2019 respectively. The High Court, while allowing the writ petition, issued certain directions relying upon the Memorandum of Settlement dated 09.08.2012 entered into between the Management- Bank and the Employees' Federation which prompted/culminated into the Management- Bank issuing a Circular Letter No. CO:HRD:IRP:2012:13:17 dated 14.08.2012. The directions read as follows:-

"i. The writ petition is partly allowed.

ii. We direct to the respondent bank to fulfil its obligation under the Memorandum of Settlement dated 9th August, 2012 imposing a duty to initiate the recruitment process only as one time measure for selecting, from amongst casual and temporary workers, 'Safai Karmachari cum Sub Staff' on full time basis within a period of six months from the date of the receipt of order.

iii. By issuing such directions, we have not taken away discretion of the bank to determine the availability of the vacancies and to adopt a particular procedure for making recruitments or select or reject candidates on the basis of performance and on merit and other similar factors.

iv. Rule is made absolute in these terms. No order as to costs."

As per the said Memorandum of Settlement, it was agreed that the temporary and casual workers engaged in the Bank and who have put in a minimum 45 days' service during a continuous period of 12 months may be permitted to participate in the ensuing recruitment process for the selection of 'Safai Karmachari-cum-sub-staff' and/or 'Sub- Staff' as a one-time measure.

Considering the said Memorandum of Settlement, the High Court found that though there was some delay in moving the writ petition, but looking to the obligation of the Bank, as agreed, which has not been discharged in its right perspective, the above directions were issued. In fact, the High Court found that to fulfill the obligations under the Memorandum of Settlement, the Bank had indeed initiated recruitment process for selection of 'Safai Karmachari-cum-sub-staff', but midway through, the process of recruitment was cancelled for some of the regions.

In the said context, while allowing the writ petition, it was directed that the Bank shall fulfil its obligations under the Memorandum of Settlement dated 09.08.2012 and initiate the recruitment process only as a one-time measure for selecting from amongst the casual/ temporary workers, 'Safai Karmachari-cum- sub-staff' on full time basis within a period of six months from the receipt of the order.

The High Court has further observed that, while issuing such a direction, the right of the Bank to determine the availability of the vacancies and to adopt a particular procedure for making recruitments or select or reject candidates on the basis of performance and on merit and other similar factors, has not been taken away.

After hearing Shri Dhruv Mehta, learned senior counsel for the appellant-Bank and Mr. Rituraj Biswas, learned counsel for the respondents, and considering the contents of the Memorandum of Settlement and the obligation, which is required to be discharged by the Bank, we are of the opinion that the Management Bank has not honoured its commitment given under the Memorandum of Settlement. In fact, the Bank had taken steps to initiate the recruitment process in furtherance of the Settlement and by a subsequent communication cancelled the process selectively for some of the regions. The High Court, while allowing the petition, directed the Bank to fulfil its obligation within the time stipulated therein by the impugned order(s). In our view, the High Court has not committed any error, while dealing with the terms of the Memorandum of Settlement in passing the impugned order(s).

In view of the foregoing, we are not inclined to interfere with the order(s) impugned. The appeals are, accordingly, dismissed. However, the process of selection, as directed by the High Court, may now be completed within a period of six months from today.

Pending interlocutory application(s), if any, is/are disposed of."

18. *In view of the above, it is apparent that the Honourable Supreme Court concluded, in it's above reproduced order dated 13.07.2023, that "In the said context, while allowing the writ petition, it was directed that the Bank shall fulfil its obligations under the Memorandum of Settlement dated 09.08.2012 and initiate the recruitment process only as a one-time measure for selecting from amongst the casual/ temporary workers, 'Safai Karmachari-cum-sub-staff' on full time basis within a period of six months from the receipt of the order." It was further noted that the High Court had permitted the Bank to adopt a particular procedure for selecting or rejecting candidates on the basis of the performance and merit. The Honourable Supreme Court, thereafter, recorded that "we are of the opinion that the Management Bank has not honoured its commitment given under the Memorandum of Settlement. In fact, the Bank had taken steps to initiate the recruitment process in furtherance of the Settlement and by a subsequent communication*

cancelled the process selectively for some of the regions. The High Court, while allowing the petition, directed the Bank to fulfil its obligation within the time stipulated therein by the impugned order(s). In our view, the High Court has not committed any error, while dealing with the terms of the Memorandum of Settlement in passing the impugned order(s)".

19. *It is, thus, crystal clear that the OTM was meant only for those Safai Karmacharis or Sub-Staff, who were already working with the Bank. These directions of the Honourable Supreme Court read with the law laid down in Umadevi (supra), lead to a sine-qua-non that the only option available for the Bank was to ensure that the long serving employees as like the Petitioners at it's various establishments and branches in India, were considered for the OTM.*

CONCLUSIONS

27. -----.

28. *Considering the view expressed by this Court at Aurangabad in the order dated 30.08.2023 (supra), the order of the Nagpur Bench dated 08.07.2019 (supra) and the observations of the Honourable Supreme Court in the order dated 13.07.2023 reproduced above, we deem it appropriate to direct the Respondent Bank to lend a literal meaning to the term "One Time Measure" and initiate the recruitment process for those employees, who are working as Safai Karmacharis/ temporaries/ casuals in the Safai Karmachari cadre and Sub- Staff cadre in view of the MoS. It is also mentioned in the MoS (reproduced above) that after such OTM, these candidates would not be allowed to participate in the recruitment process which would be initiated by the Respondent Bank subsequently."*

30. These observations and conclusions of the Hon'ble High Court clearly covers the case of the Workman for absorption. There cannot be any deviation than what is concluded by the Hon'ble High Court as above, except for implementation of terms and conditions in the memorandum of settlement with the recognized Union, which is the service conditions between the parties. No other provisions of the I.D. Act or service Rules provides for such absorption in service of the Bank, as claimed by the Workman.

31. Advertisement for recruitment as a Safai Karmachari / Sub-staff / Peon published in the year 2024-25, is not yet proceeded with. It has also come on record that there are many posts of Safai Karmachari to be filled in the PMT Loni, Utility Complex Branch (3278), but as on today, there is no permanent Safai Karmachari or Peon. However, such post is in existence and it needs to be filled permanently by adhering to the recruitment process and by adhering to the memorandum of settlement of 2012 with the recognized Union.

32. I have considered the case laws filed on behalf of the both parties. The case laws filed by both the parties are all considered by the Hon'ble High Court in its Judgment dated 12.01.2024 in Writ Petition No. 379 of 2024, on which I have placed my heavy reliance, and therefore, the case laws relied by both the parties are already considered.

33. On behalf of the Workman, certain other case laws are relied upon, which deal with termination of service and compliance of the provisions of the I.D. Act pertaining to retrenchment by the employer. However, as observed earlier, the issue of termination of the Workman is not relevant in this case. Therefore, the case laws in respect of retrenchment / termination are not relevant to the subject matter of the dispute.

34. In view of the above, Issue No. 1 regarding existence of relationship of employer and employee between the Workman and the Bank is proved and answered in Affirmative. Issue No. 2 is answered partly in affirmative. For issue No. 3, I pass the following Order.

ORDER

1. The Reference is answered partly in affirmative.

2. The claim of the Workman Shri. Sunil Dhondiba Bire on the Management of the Bank, PMT Loni, Utility Complex Branch (3278), for absorbing him on the post of permanent full time Safai Karmachari is justified, subject to his participation in the recruitment process and in terms of the memorandum of settlement dated 09.08.2012 with the recognized Union.

3. The Workman Shri. Sunil Dhondiba Bire is entitled for absorption on the post of Safai Karmachari / Sub-staff or in other similar post, on participation in immediate recruitment process which would be initiated by the Bank.

4. The Bank is further directed to consider the Second Party Workman in the recruitment process in accordance with the terms of memorandum of settlement dated 09.08.2012, and if eligible and suitable, grant him appointment on permanent basis.

5. No order as to costs.

6. Copies of this Award be sent to Government of India, Ministry of Labour, New Delhi for publication and further necessary action.

SAMEENA ABDULMAZID KHAN, Member

Date : 20.03.2025.

नई दिल्ली, 28 अप्रैल, 2025

का.आ. 713.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (77/2018-19) प्रकाशित करती है।

[सं. एल-12025/01/2025- आई आर (बी-I)-55]

सलोनी, उप निदेशक

New Delhi, the 28th April, 2025

S.O. 713.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.77/2018-19) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India their workmen.

[No. L-12025/01/2025- IR(B-I)-55]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER, **CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/Appl/77/2018-19

Date: 03.04.2025.

Party No.1:

- 1) Assistant General Manager, State Bank Of India, Region-1, Zonal Office, Nagpur-01 (Disciplinary Authority)
 - 2) Dy. General Manager, State Bank of India Region-1, Zonal Office, Nagpur-01 (the Appellate Authority)
 - 3) Branch Manager, State Bank of India, Vayusena Nagar Branch: Nagpur-07
- V/s.

Party No.2:

Nilesh Shivram Singh Thakur,
Aged 33 years, Occ.: Nil,
R/o, Gittikhadan, Panchasheel Nagpur,
Plot No. 111-A, Katol Road, Nagpur-13

AWARD

(Dated: 03rd April, 2025)

In exercise of the powers conferred by Section (2) & (3) of Section 2-A of Industrial Disputes (Amendment) Act, 2010 ("the Act" in short), the applicant filed an industrial dispute between the employers, in relation to the management of SBI and the applicant, Shri. Nilesh S. Thakur for adjudication, vide case no. CGIT/NGP/Appln/77/2018-2019, with the following issues framed:-

"Whether the action of management of SBI by dismissing Shri Nilesh Shivram Singh Thakur vide order dated 25.05.2017 is legal, just & proper? If not, to what relief the workman is entitled to?"

2. Case is called out. Both the parties are absent. Both parties are not responding and attending the Court since 17.03.2020 i.e. near about last five years. Although petitioner as well as respondent have filed their statement of claim and written statement respectively. But no rejoinder and other evidence have been filed by the petitioner to prove his claim. Petitioner is not coming to the Court since long back. It appears that petitioner is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered:

ORDER

The action of management of SBI by dismissing Shri Nilesh Shivram Singh Thakur vide order dated 25.05.2017 is legal, just & proper. The workman is not entitled to any relief.

Justice (retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 28 अप्रैल, 2025

का.आ. 714.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस ई सी रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (43/2022-23) प्रकाशित करती है।

[सं. एल – 41011/01/2023- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 28th April, 2025

S.O. 714.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.43/2022-23) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of SEC Railway their workmen.

[No. L-41011/01/2023- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/43/2022-23

Date: 01.04.2025.

Party No.1:

The DRM,
SEC Railways, Kingsway, Nagpur.
Pin-440001.

V/s.

Party No.2:

The President,
SECR Trackmen Gatemen Trolley-
Men Engineering Sangathan, C/o
Jitendra Khobragade, New Khalasi
Line, JN Road, Kamptee, Nagpur.
Pin-441001.

AWARD

(Dated: 01st April, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of SEC Railways, Nagpur. and their union/Dakshin Purva Madhya Railway Trackmen, Gatemen, Trolleyman, Engineering Sangathana, Nagpur for adjudication, as per letter No. L-41011/01/2023 (IR(B-I)) dated 20.01.2023, with the following schedule:-

"Whether demand raised by Dakshin Purva Madhya Railway Trackmen, Gatemen, Trolleyman, Engineering Sangathana, Nagpur vide letter dated 17.12.2021 against the management of South East Central (SEC) railway, Nagpur for providing alternative job/employment to the medically de-categorized Casual Labours, is proper, legal and justified? If yes, what relief the workmen/union are entitled to and what directions, if any, are necessary in this regard?"

2. Case is called out. Both the parties are absent. Both parties are not responding and attending the Court since 03.06.2024 i.e. last three dates. Although statement of claim has been filed by the petitioner but no written statement has been filed by the respondent till date. Petitioner has not filed any other evidence to prove his case. Petitioner is not coming to the Court since last three dates. Hence, it appears that, petitioner is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered:

ORDER

The demand raised by Dakshin Purva Madhya Railway Trackmen, Gatemen, Trolleymen, Engineering Sangathana, Nagpur vide letter dated 17.12.2021 against the management of South East Central (SEC) railway, Nagpur for providing alternative job/employment to the medically de-categorized Casual Labours, is improper, illegal and unjustified. The workmen/union are not entitled to any relief.

Justice (ret'd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 28 अप्रैल, 2025

का.आ. 715.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चंडीगढ़-I के पंचाट (17/2019) प्रकाशित करती है।

[सं. एल – 12011/06/2019- आई आर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 28th April, 2025

S.O. 715.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.17/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12011/06/2019- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Brajesh Kumar Gautam, Presiding Officer, Chandigarh.

ID No.17/2019

Registered On: 29.05.2019

The General Secretary, State Bank of India Staff Association, Circle Office, #73, Sector 15-A, Chandigarh-160015.

.....Workmen-Applcant

Versus

1.The Deputy General Manager (B&O), State Bank of India, State Bank of India Administrative Office, Sector 5, Panchkula (Haryana)-134114.

2.The Regional Manager, State Bank of India, RBO-IV, Kurukshetra-136118.

.....Managements-Respondents

Award

Passed On: 09.04.2025

Present Industrial Dispute was registered on the basis of reference order received from Government of India, Ministry of Labour vide notification No. L-12011/06/2019-IR (B-I) dated 14.05.2019 as follows:

“Whether the action of Management of State Bank of India in respect of Punishment of Bringing down to two stages with cumulating effect and further disentiing to earn increments for a period of two years to the

workman Sh. Ramla Singh, Armed Guard vide Disciplinary Order dated 24.04.2015 is fair, legal and justified?, If not, what relief the workman is entitled to and from which date?"

1. It appears that during pendency of present case the Bank Management (Opposite Party) amended the punishment order dated 24.04.2015 and workman Ramla Singh was being paid regular increments and he was also paid arrear of amount for entitlement period. In above view of the matter according to Management the dispute/ controversy got settled and no grievance of workman was surviving any more.
2. Since none was appearing in the case for quite long time and therefore a fresh notice was issued to General Secretary, State Bank of India, Staff Association to appear before this Court and to verify the fact of amendment of disciplinary punishment order dated 24.04.2015 as well as to verify the fact of receiving arrear of entitlement period. In response to the said notice Deputy General Secretary Sh. Rishi Kumar Upadhyay, SBI Staff Association, LHO, Sector 17, Chandigarh appeared today (09.04.2025) before this Tribunal and got recorded his statement as follows:

"Since the order of punishment has been modified and effect of penalty with cumulative effect has been withdraw and consequent payment has been received by the workman, thus without prejudice to the rights of workman to challenge the remainder part of penalty, the present reference may kindly be disposed of accordingly".
3. Considering above view of the matter and the statement of Deputy General Secretary, SBI, Staff Association it appears that dispute has been resolved and settled between workman Ramla Singh and the Management Bank and therefore, the reference order dated 14.05.2019 received for adjudication need not to be decided on merit. Therefore, instant case being ID No.17 of 2016 stand disposed off. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

B.K. GAUTAM, Presiding Officer

नई दिल्ली, 28 अप्रैल, 2025

का.आ. 716.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला (अब इसका विलय स्टेट बैंक ऑफ इंडिया में हो गया है) के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़- I** के पंचाट (137/2014) प्रकाशित करती है।

[सं. एल – 12012/14/2015- आई आर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 28th April, 2025

S.O. 716.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.137/2014) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I* as shown in the Annexure, in the industrial dispute between the management of State Bank of Patiala (since amalgamated and merged into State Bank of India) and their workmen.

[No. L-12012/14/2015- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Presiding Officer: Sh. Brajesh Kumar Gautam, H.J.S.

ID No.137/2014

Registered on 02.03.2015

Tarsem Kumar S/o Late Sh. Satpal Sharma, Village Kheri Gurjan, PO Sular, Distt. Patiala (Punjab)-147001.

.....Workman

Versus

The Assistant General Manager-I, Patiala, State Bank of Patiala (since amalgamated and merged into State Bank of India), Z.O. Leela Bhawan, Patiala (Punjab).

.....Management

Sh. O.P. Indal AR for Workman

Sh. A.K. Ahuja AR for Management

Judgment reserved on 25th March, 2025

Judgment Pronounced on 09th April, 2025

JUDGMENT/ AWARD

1. Instant Industrial Dispute has been registered for adjudication on the basis of a Reference vide Notification No. L-12012/14/2015-IR(B-I) dated 19.02.2015 (amended on 14.05.2015) under clause (d) of Sub-Section (1) sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (hereinafter called the Act), of the Ministry of Labour- Government of India as follows:-

“Whether the action of the management of State Bank of Patiala in dismissing the services without notice of Shri Tarsem Kumar w.e.f. 15.10.2012 is just, valid and legal? If not, to what benefits the workman is entitled for and what directions are necessary in the matter.”

2. **The case of Workman/ Petitioner-** In pursuance of above Reference the workman filed his statements of claim which unfolded following relevant facts raising the present industrial dispute. That the workman was posted at State Bank of Patiala, Sai Market Patiala as an employee and was charge sheeted for act of omission and commission and presently stands dismissed. The workman was appointed as Part Time Sweeper by the respondent bank vide Letter No. AGM-1 (P) Staff/4195 dated 01.09.2010 and was posted at Sai Market Branch, Patiala on 09.09.2010. Smt. Rama Kaushal (Chief Manager) started pressurizing workman to do sweeping work at her residence also in the morning before coming to the Branch at 9:30 and she also started getting her private work done. The workman continued to do private work but refused to do sweeping work at her residence because his wages was 1/3rd of the scale of subordinate staff and working hours of the workman were limited 19 hours per week as per 1st Bipartite Settlement of 1996. The refusing of work of workman made her annoyed and the Chief Manager Smt. Rama Kaushal started harassing the workman, forcing him to stay full day without paying any compensation for extra working. In February, 2012 he was seriously ill and could not attend the branch for a month but she neither sanctioned any leave nor paid wages. Further case of the workman has been that he was charge sheeted for the theft of money and was suspended followed by domestic inquiry. During his suspension he did not his subsistence allowance. He replied the charges denying it. He was only performing the duties of part time sweeper in the branch and has no connection with sorting cash or working of cash. The workman was illegally dismissed vide impugned order vide letter dated- 29-03-2014. It is further said that there was no case of missing packed but the actual purpose was to implicate the workman into conspiracy hatched by the then Chief Manager and the Head Cashier of the Branch and when the Head Cashier announced that Rupees 500 notes packet is missing everyone in the bank started locating the packed of 500 notes but could not trace it and suddenly found the packet from Generator Set and at that time the workman was not in the picture. Thereafter, the Chief Manager called the ASI Police from the adjoining Branch and Police Staff from Police Division No.2 Patiala and was taken forcibly to strong room of Branch and was thrashed. The workman was forced to own the responsibility of the incident or otherwise he would be sent to the Jail and was forced to sign a prewritten letter written in Punjabi and got signed by the workman under threat. The workman was not given any opportunity of defense. That on the basis of report given by Sh. T.S. Bhagat workman was charge sheeted on 02.07.2013 and a departmental enquiry was ordered by Sh. H.P. Rai (EO), enquiry was conducted by Enquiry Officer and all the witnesses relies upon the confessional statement dated 25.10.2012 which was taken under undue pressure and physical beating and thrashing by Police. The workman approached the Assistant Labour for de-novo/ Fresh Enquiry as he was not given due opportunity of defense. It is further stated that AGM, Patiala, State Bank of Patiala, Z.O., Leela Bhawan branch was totally biased and was in hurry that order of dismissal was passed against the law. Further, the workman filed an appeal before the Appellant Authority but same order of DA was upheld and the Appellate Authority did not apply his mind and ditto the same order. It is prayed that the order may be quashed and set aside and the workman be reinstated alongwith all consequential reliefs related to his post like wages, promotion, increments etc.

3. **The case of Management-** In response to notice issued, the Respondent appeared and filed its written statement/ reply to the claim petition. It is admitted that the workman was appointed as a Part Time worker on 1/3 wages by the respondent bank and was posted at the Sai Market, Patiala, Branch. According to the respondent-

management on 05.10.2012 the workman committed theft of one stack of Rs.500/- denomination note amounting to Rs.50,000/- from the cahier-cabin and hid it covered with a duster on the generator set of the Branch. After search by all the staffs members one Sh. Satish Kumar the peon found the said bundle lying on the Generator Set and on being confronted, the applicant suo moto/ voluntarily without any pressure and with free mind on the same day admitted in writing having stolen the said bundle of notes. Thereafter, an Investigation Officer namely Sh. T.R. Bhagat was appointed to investigate the matter on 25.10.2012 who submitted his investigation report dated 31.10.2012 alongwith written admission dated 25.10.2012 in which the workman had confessed the offence. The theft committed by the workman was classified and the workman was served with a Charge Sheet dated 02.07.2013 in respect of the theft and departmental proceedings were conducted against workman by Sh. H.P.S. Rai an officer in M.M.G.S. III, who was appointed as the EO by the Disciplinary Authority and on culmination of the enquiry the workman was found guilty of the charges leveled against him by the Enquiry Officer in his Enquiry report dated 19.12.2013. The Enquiry report was sent to workman on 23.12.2013, after considering the submission of the workman the Disciplinary Authority vide order dated 25.02.2014 concurred with the findings of the Enquiry Officer and decided to impose penalty of dismissal without notice in terms of Clause 6(a) of the settlement of Disciplinary Action Procedure for Workman dated 10.04.2002. A show cause notice against the proposed penalty dated 18.03.2014 was served to workman. The Disciplinary Authority imposed the penalty on the workman by order dated 29.03.2014 which was communicated to him as per letter of the same day. It is further said that an appeal was filed by the workman on 31.03.2014 before the Appellate Authority and the same was dismissed vide order dated 18.06.2014 after due application of mind.

4. The respondent management has denied in its reply that workman was falsely implicated and that no theft of cash from the cash cabin was committed by him. It is also denied that Chief Manager of the Branch was harassing the workman as the workman never raised such issue of harassment anywhere, according to respondent management stealing money from cash cabin is a serious misconduct and therefore, every action of respondent taken in holding departmental enquiry and dismissing the workman was reasonable and as per law and same was done after following principle of natural justice, it is denied that no opportunity of defense was given to the workman during the departmental enquiry. According to respondent-management at every stage of departmental enquiry he was given sufficient opportunity to defend him. It is also denied that in order to extract confessional statement the workman was subjected to physical beating or thrashing by police. According to respondent management the admission of theft by workman was his voluntary statement with free mind in presence of bank staffs. No compulsion, coercion, force or threat was used at any stage against the applicant. The workman committed grave misconduct of theft and he has been dismissed following due process of law Rules and procedure in total conjunction of principle of natural justice. In the last the respondent management has prayed that claim petition of workman may kindly be dismissed with compensatory and punitive cost.

5. On the basis of pleadings of both the parties and on the basis of reference of the Ministry of Labour, Government of India following issue arises for adjudication in the present Industrial Dispute-

“Whether the action of the management of State Bank of Patiala in dismissing the services without notice of Shri Tarsem Kumar w.e.f. 15.10.2012 is just, valid and legal? If not, to what benefits the workman is entitled for and what directions are necessary in the matter.”

6. During hearing of the case the workman Tarsem Kumar Sharma himself has got examined as Witness No.1 but no documentary evidence has been brought on the record. On behalf of Respondent- Management one witness namely Balwan Singh, Manager HR, State Bank of India, Regional Business Office, Patiala got examined as Management Witness No.1 and during his evidence certain documents were brought on record and were marked as Exhibits as follows:

Sr. No.	Particulars	Annexure/ Exhibit
1.	Copy of Written Admission dated 15.10.2012	Ex. R-1
2.	Copy of Investigation Report dated 31.10.2012	Ex. R-2
3.	Copy of Second Written Admission dated 25.10.2012	Ex. R-3
4.	Copy of Charge Sheet dated 02.07.2013	Ex. R-4
5.	Copy of Enquiry Report dated 19.12.2013	Ex. R-5
6.	Copy of Letter dated 23.12.2013	Ex. R-6
7.	Copy of Order dated 25.02.2014	Ex. R-7
8.	Copy of Show Cause Notice dated 18.03.2014	Ex. R-8
9.	Copy of letter dated 29.03.2014	Ex. R-9

10.	Copy of Order dated 18.06.2014	Ex. R-10
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7. **Arguments of Parties:** Ld. Counsel appearing on behalf of workman has submitted that the Charge sheet was illegal, vague and biased charge sheet. The departmental enquiry was also not fair enquiry and it is against the provisions of Rules and Regulations applicable to the bank. The workman has denied the charges and had raised objection against charge sheet but his objection an explanation against charge sheet was not considered. During the enquiry it was not proved that workman was infact involved in lifting of any bundle of Rs.500/- denomination note from the cash cabin and none of the witnesses examined during the departmental enquiry has spoken seeing the workman removing any bundle of Rs.500/- note from the cash cabin. The entire evidence has been fabricated and a confessional statement has been recorded which has been relied upon by the enquiry officer. According to Ld. Counsel the charges of theft was not found proved during the enquiry as there has been contradictory statement of witnesses. It is also argued that workman was not highly educated and conversant with the technique of defense but disciplinary authority has not allowed services of any defense counsel during the enquiry and this vitiates the entire enquiry proceeding, the enquiry report is also biased and Appellate Authority has also not applied its Judicial Mind on the points raised before it. According to Ld. Counsel the order of dismissal dated 15.10.2012 is illegal and same is liable to be set aside.

8. Ld. Counsel appearing on behalf of respondent management, on the other hand submitted that there has been serious allegation against the workman for alleged lifting of Rs.500/- denomination notes from the Cabin of cashier and later on it was found wrapped in a duster lying on the top of Generator. When workman was confronted he admitted in writing that he had stolen that bundle of Rs.500/- note and had kept wrapped over the Generator. According to Ld. Counsel there has been trustworthy cogent evidence against the workman and therefore, the Act of workman has been serious gross misconduct and he has been rightly dismissed from the service. It is also argued that so far as allegation of harassment and violation of natural justice is concerned. No complaint was filed anywhere in this regard and now at the belated stage when Departmental enquiry has found him guilty and even in the appeal the finding in the domestic enquiry has been confirmed, the allegation cannot be accepted. It is also argued by Ld. Counsel for the respondent management that in presence of several bank staffs workman Tarsem Kumar Sharma had admitted and confessed stealing the stack of 500 rupees note and now he cannot deny the same. No documentary evidence has been produced on behalf of workman which may prove his innocence in the present case and therefore, the claim on behalf of respondent through the reference may be rejected and dismissal may be confirmed by this Court.

FINDINGS

9. It is admitted fact that workman Tarsem Kumar Sharma was engaged as Part Time Sweeper with respondent management. It appears that on 15.10.2012 from the cash cabin of cashier one bundle of Rs.500/- denominations was found missing and it was later on discovered search, wrapped in a duster kept on Generator Set of the Bank Branch in the backyard. When the workman was confronted he suo-moto and voluntarily accepted that he had stolen the said bundle and had hidden it the place from where it has been recovered. The admission of workman was in presence of bank staffs the written admission has also been brought on the record which is marked as Ex.R-1 on behalf of management since the matter was serious one Sh. T.R. Bhagat the then Chief Manager (Administration) was appointed as the Investigating Officer and he investigated the abovesaid incident on 25.10.2012 and submitted his report on 31.10.2012. It appears from the exhibited document Ex.R-2, that the workman Tarsem Sharma had made his written confession before Investigating Officer also on 25.10.2012 in presence of bank staffs in the said written confession dated 25.10.2012, the workman Tarsem Sharma again admitted having committed the theft of one bundle of Rs.500/- note. In a detailed enquiry conducted by the bank the allegation against workman has been found proved, the enquiry report is also brought on record as exhibit R/5, from the perusal of findings of enquiry report dated 19.12.2013, it appears that during the enquiry proceeding 7 witnesses were produced and examined on behalf of department namely Sh. S.K. Jain Head Cashier, Sh. Jang Singh (Assistant Manager), Smt. Sushma Gupta (SWO), Sh. Rajinder Pal (SWO), Sh. Jiwan Dass (SWO) and Smt. Rama Kaushal, Chief Manager. These witnesses in their respective statements made before enquiring officer have fully supported the allegation against the workman and have stated that on 15.10.2012 one bundle of Rs.500/- notes was stolen from the cabin of Head Cashier which was later on recovered kept on Generator Set of the Branch, it is true that none of these witnesses have stated having seen the workman Tarsem Sharma lifting/ stealing the said bundle of Rs.500/- notes from the Cash Cabin but all the witnesses are consistent on the point that when workman Tarsem was confronted he admitted that he had stolen the said bundle of notes from the cash cabin which was later on found. The confessional statement of workman Tarsem Sharma is also available on the record as Ex. R/3. Although it has been alleged on behalf of workman Tarsem Sharma that said confessional statement was got recorded by pressurizing him after applying 3rd degree using force and beating but the workman Tarsem Sharma has failed to substantiate this allegation by producing any written complaint filed anywhere either before Bank Management or before any other competent authority that he has been subjected to torture and a false confessional statement has been recorded. A relationship of an employee with the bank is of great importance and a bank employee be it temporary part time or permanent should always behave and perform his duties in such way that no financial or any other type of damages be done to the bank by his conduct. In the present case stealing of Rs.500/- notes from the cash cabin is a very serious allegation and even in preliminary examination conducted by a

senior management official that allegation was found true which was further proved in the Departmental Enquiry. It may also be noticed that after completion of departmental enquiry a second show cause notice was issued to workman on the point of punishment and after considering his representation a suitable punishment of dismissal has been passed in terms of Clause 6 (a) of the Settlement on Disciplinary Action procedure for workman. It further appears that the workman had challenged the action of disciplinary authority and enquiry report in the departmental appeal before Deputy General Manager and there also the appeal has been dismissed. During the proceeding before this Tribunal the workman Tarsem Kumar Sharma could not produce any documentary evidence to prove his innocence that the allegations against him were false and fabricated. Only part allegation is there that he has been framed in the case because he have refused to obey instruction of the then Chief Manager Smt. Rama Kaushal, the workman could not produce any document showing that he had made any complaint against said Chief Manager either before Bank Administration or even no complaint was given in the Banks-employees Union which is considered a very strong employees body to raise such type of complaint. Virtually there is nothing on record to support and prove the claim of workman and it is therefore, concluded that the dismissal of the workman from the services on the ground of grave and serious misconduct is held legal and as per the law and regulation governing the bank services.

10. In the light of discussion made hereinabove and in the facts and circumstances of the present case the present reference No. 12012/14/2015-IR(B-I) dated 19.02.2015 is decided against the workman and it is held that order of dismissal of the workman Sh. Tarsem Kumar is just valid and legal order and workman is not entitled for any relief.

11. It is therefore-

ORDERED

That the present ID No.137/2014 titled as Tarsem Kumar Versus SBI, Patiala arising out of reference No.12012/14/2015-IR(B-I) dated 19.02.2015 is dismissed. Workman is not entitled for any relief.

12. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

Dated: 09.04.2025

B.K. GAUTAM, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2025

का.आ. 717.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 91 क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, स्टील अथॉरिटी ऑफ इंडिया लिमिटेड के मेसर्स भिलाई स्टील प्लांट के कारखानों और स्थापनों के नियमित कर्मचारियों को उक्त अधिनियम के प्रवर्तन से छूट प्रदान करती है, यह छूट राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से एक वर्ष की अवधि के लिए, प्रभावी होगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है, अर्थात्: -

- (क) कारखाना और स्थापन छूट प्राप्त कर्मचारियों के नाम और पदनाम विनिर्दिष्ट करते हुए, कर्मचारियों का एक रजिस्टर रखेगी;
- (ख) कर्मचारी उक्त अधिनियम के अधीन ऐसे फायदे प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदत्त अभिदाय के आधार पर हकदार हो जाते हैं;
- (ग) छूट प्राप्त अवधि के लिए अभिदाय, यदि पहले ही संदत्त किए जा चुके हों, तो वे प्रतिदेय नहीं होंगे;
- (घ) उक्त कारखाने और स्थापन का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम (जिसे इसमें इसके पश्चात् उक्त अवधि कहा गया है) प्रवर्तन के अध्यधीन था ऐसी विवरणियां, ऐसे प्ररूपों में और ऐसी विशिष्टियों से युक्त होगी जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;
- (ङ) उक्त अधिनियम की धारा 45 की उपधारा (1) के अधीन निगम द्वारा नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या निगम का इस प्रयोजन के लिए इस निमित्त प्राधिकृत कोई अन्य पदधारी, -
 - (i) उक्त अधिनियम की धारा 44 की उपधारा (1) के अधीन, उक्त अवधि के लिए प्रस्तुत किसी विवरणी में अंतर्विष्ट विशिष्टियों को सत्यापित करने; या

- (ii) यह अभिनिश्चयन करने के लिए कि उक्त अवधि के लिए कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख रखे गये थे या नहीं; या
- (iii) यह अभिनिश्चयन करने के लिए कि कर्मचारी, नियोजक द्वारा प्रदत्त किए गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार है या नहीं; या
- (iv) यह अभिनिश्चयन के लिए कि उस अवधि के दौरान, जब उक्त कारखाने और स्थापन के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा -
- (क) प्रधान या अव्यवहित नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे इस अधिनियम के प्रयोजन के लिए आवश्यक समझे; या
- (ख) ऐसे प्रधान या अव्यवहित नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी युक्तियुक्त समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह कार्मिक के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या उनको ऐसी जानकारी दें जो वह आवश्यक समझे; या
- (ग) प्रधान या अव्यवहित नियोजक की, उसके अभिकर्ता या सेवक की, या ऐसे किसी व्यक्ति की, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, जिसके बारे में उक्त निरीक्षक या अन्य पदधारी को यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या
- (घ) ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की प्रतिया तैयार करना या उद्धरण लेना; या
- (ङ) ऐसी अन्य शक्तियों का प्रयोग करना जो विनिर्दिष्ट की जाए।
3. अपविनिधान या निगमीकरण की दशा में, प्रदत्त छूट स्वतः रद्द हो जाएगी और तब नई इकाई छूट के लिए समुचित सरकार को आवेदन कर सकेगी।

[फा. सं. एस- 38014/04/2020- एस एस- I]

डी.एम. खरे, अवर सचिव

New Delhi, the 29th April, 2025

S.O. 717.—In exercise of the powers conferred by section 88 read with section 91 A of the Employees' State Insurance Act, 1948 (34 of 1948), (herein after referred as the said Act), the Central Government hereby exempts the regular employees of factories and establishments of the M/s Bhilai Steel Plant of SAIL from the operation of the said Act and the exemption shall be effective for a period of one year from the date of publication of this notification in the Official Gazette.

2. The exemption is subject to the following conditions, namely:-

- (a) the factories and establishments shall maintain a register of the employees specifying the names and designations of the exempted employees;
- (b) the employees shall continue to receive such benefits under the said Act to which they would have been entitled to on the basis of the contribution paid prior to the date of exemption;
- (c) the contribution for the exempted period, if already paid, shall not be refundable;
- (d) the employer of the said factory and establishment shall submit such returns in such forms and containing such particulars as were due from it in respect of the said period to which that factory was subject to the operation under the Employees' State Insurance (General) Regulations, 1950;
- (e) a Social Security Officer appointed by the Corporation under sub-section (1) of section 45 of the said Act or other official of the Corporation authorised in this behalf by it shall for the purposes of, —
 - (i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 of the said Act for the said period; or
 - (ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or

- (iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory and establishment may —
 - (a) require the principal or immediate employer to furnish to him such information as he may consider necessary for the purpose of the said Act; or
 - (b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer and require any person found in charge thereof to produce and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
 - (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
 - (d) make copies of or take extracts from any register, account, book or other document maintained in such factory, establishment, office or other premises; or
 - (e) exercise such other powers as may be specified.

3. In case of disinvestment or corporatisation, the exemption granted shall be cancelled and the new entity may apply to the appropriate Government for exemption.

[F. No. S-38014/04/2020-SS-I]

D.M. KHARE, Under Secy.

नई दिल्ली, 30 अप्रैल, 2025

का.आ. 718.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (149/2001) प्रकाशित करती है।

[सं. एल – 12012/398/2000- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 30th April, 2025

S.O. 718.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.149/2001) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India their workmen.

[No. L-12012/398/2000- IR(B.I)]

SALONI, Dy. Director

ANNEXURE

In The Central Government Industrial Tribunal Cum Labour Court At Hyderabad

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 16th day of April, 2025

INDUSTRIAL DISPUTE No. No. 149/2001

Between:

Sri K. Tulasi Das,
S/o Bheemraj,
H.No.1-2-361/17,
Phool Bagh, Near Indian Park,
Hyderabad-29.

... Petitioner

And

The Assistant General Manager,
State Bank of India,
(Personnel & HRD Department)
Local Head Office,
Bank Street, Koti,
Hyderabad – 500 095.

.....Respondent

Appearances:

For the Petitioner : Sri K.R. Prabhakar, Advocate

For the Respondent: Sri Ratang Phani Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/398/2000-IR(B.I) dated 22.5.2001 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

“Whether the action of the management of State Bank of India, Local Head Office, Hyderabad in terminating the services of Sri K. Tulasi Das, Temporary/Non-Messenger, SBI with effect from 31.3.1997 is justified? If not, what relief the applicant is entitled?”

After receipt of the reference, it was numbered as ID No. 149/2001 and notices were issued to both the Workman and the management.

2. Before unfolding the factual matrix of the instant industrial dispute it would be apposite to have a bird eye view of a chequered history of the instant industrial dispute. Earlier instant industrial dispute along with the batch cases was decided by this Tribunal vide common award dated 17.5.2005 and the reference was answered in favour of the Respondent and against the Workman. That said common award dated 17.5.2005 was challenged by the aggrieved Workmen in various Writ petition No.6470/2014 along with batch of writ petitions before the Hon’ble High Court of Andhra Pradesh and Hon’ble High Court vide its’ judgement dated 23.6.2014 allowed all batch of writ petitions and set aside the common award dated 17.5.2005 passed in ID No.222 of 2001 and other batch of ID cases by Central Government Industrial Tribunal cum Labour Court, Hyderabad and the Respondent management of State Bank of India was directed to reengage the Writ Petitioners in position, which they have been occupying prior to their termination and further directed to consider their cases for regularization as and when the substantive vacancy arises. This judgement dated 23.6.2014 of Hon’ble High Court of AP, passed in WP No.6470/2014 and batch petitions was challenged by Respondent management before the Hon’ble High Court in Writ Appeal No. 1268 of 2014. The aforesaid Writ Appeals No.1268/2014 and other Writ Appeals were decided by Division Bench of High Court of Andhra Pradesh by a common judgement dated 20.3.2019. Hon’ble High Court in aforesaid Writ Appeal was pleased to pass the order which is extracted as below:-

“ 7. Hearing the learned senior counsel for the SBI and the learned senior counsel for the contesting unofficial Respondents, we see that while the learned single Judge was justified in setting aside the award of the Tribunal, the proper course to be adopted was to remit all the cases to the Tribunal. This we say for reasons more than one. Firstly, in such matters, claims have to be decided on individual basis, as different persons have different claims as to the length of officiation or discharge of duties and functions; quality of engagement, drawings, accounting of the post for each one of them, who have worked etc. All these issues will not be the same in all the cases. Therefore, each case

ought to have been directed to be decided by the Tribunal afresh on individual basis. The second and most important aspect is the learned single Judge has in one go ordered re-employment of all the workmen. This is not a relief that could have been granted without answering the individual issues; each issue relating to each case could not have been decided by the writ Court within the format of its adjudication procedures and scope. The adjudicating body, which has to do that activity, is the Industrial Tribunal. Therefore, we are of the view that while we would sustain the order of the learned single Judge insofar as it interfered and sets aside the award of the Tribunal, the further findings and directions, issued through the impugned order have to go and the individual cases have to be sent back for consideration of the Tribunal. Such further procedure before the Tribunal will have to be carried forward with the materials already on record and also by affording an opportunity to the persons, who have claims as well as the management to place their rival contentions and further material before the Tribunal. The learned counsel appearing for the workmen are justified in pointing out that enormous delay has already happened and further action by the Tribunal in this line may be expedited.

9. In the result, these writ appeals are ordered;

(1) affirming the impugned common order of the learned single Judge to the extent it sets aside the common award dated 17.05.2005 of the Industrial Tribunal;

(2) the further findings and directions issued through the impugned common order are vacated;

(3) all the matters shall be remitted to the Industrial Tribunal with a direction to dispose of them within an outer limit of five (5) months from the date of receipt of a copy of this order; and,

(4) the parties to make appearance before the Tribunal on the given date.”

Thus, in view of the above direction of Hon'ble High Court of Andhra Pradesh in W.A.No.1268 of 2014 and batch cases. This Tribunal has taken up the matter of industrial dispute for hearing and deciding it afresh in view of the aforesaid guidelines laid down by the Hon'ble High Court in Writ Appeal No.1268/2014 vide judgement dated 20.3.019.

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement are that, the Workman joined in the service of the management institution as Messenger from 1983 to 1992, and has rendered unblemished service spreading over a period of about 9 years. The Respondent has terminated services of Workman by oral orders with effect from 1.4.1997. Further, it is submitted that the management of Respondent bank decided to give a chance to temporarily employed personnel “found suitable for permanent appointment” by wait- listing them by offering permanent appointment or waitlisting till such opportunity arises.

4. That on 17.11.1987 a settlement was reached between All India State Bank of India Staff Federation and the Management of State Bank of India - settlement one, under this settlement three categories of employees were listed. That is, A) those who have completed 240 days in 12 months or less after 1.7.1975. B) those who have completed 270 days in any continuous block of 36 calendar months after 1.7.1975. C) (i) those who have completed minimum of 30 days aggregate temporary service in any calendar year after 1.7.1975 or (ii) 70 days aggregate temporary service in continuous block of 36 months after 1.7.1975.

5. The persons who satisfied in all the above 4 categories were to be interviewed by a selection committee and the said selection committee would determine the suitability of the said candidate for permanent appointment. Therefore, the bank prescribed certain qualifications and from among the candidates satisfying the qualifications the suitable candidates were enlisted by a selection committee. The Clause 7 of the said agreement provided with the selected candidate would be wait listed in order of their respective categorization and the selected panel would be valid upto December, 1991. Clause 10 of the settlement specifically provided that henceforth. “there will be no temporary appointments in the subordinate cadre”, except on a restrictive basis in the specified category, “from amongst empanelled candidates as per existing guidelines of the bank”. The Workman further submits that consequent upon the said agreement and the draft, a notification was issued in the newspapers. The last date for responding to the advertisement was 30.8.1988. A written examination followed by viva-voce in May, 1989 was held. A selected panel was prepared, as per Clause 7 of the agreement, ie. Settlement No.1, the selected panel was to be valid upto December, 1991, the Workman submits that circular was issued on 26.4.91 by the said letter it is

mentioned that the terms of the agreement dated 17.11.87 was modified vide second agreement dated 16.7.88 was entered into between the parties. In terms of the said agreement a chance was to be given, “to all eligible temporary employees for permanent appointments. The appointments were against the vacancies likely to arise during the years 1995-96, circular made it clear that in view of the enormity of the problem an extension of the currency of the panel, eligible temporary employees who have been empanelled could not appear in the earlier interviews and have been pursuing their cases thereafter, “will be given another chance to appear for interview”.

6. Workman submits that there were total five settlements. The settlement dated 17.11.87 is the 1st settlement (Ex M1), settlement dated 16.7.88 is 2nd settlement (Ex M2), settlement dated 27.10.88 is the 3rd settlement (Ex M3), then settlement dated 9.1.91 is 4th settlement and settlement dated 30.7.96 is 5th settlement (Ex M6). In between there is minutes of conciliation proceedings dated 9.6.95 marked as Ex M5. That due to all these settlements which were extended by subsequent settlements thereby created reasonable expectations in the list of the selected candidates arose with that it's a question of time their appointments or services would be regularized in the services of the bank. The Workman was working with the bank on temporary basis was under the bonafide hope that sooner his services will be regularized with the bank. He is thereby closed all his options elsewhere. It is needless to point out that employing person to whom hope of employment in substantial terms was made is a facet of Article 21 of the Constitution of India.

7. Further Workman submits that the Government of India issued Circular No. F-3/3/104/87-IR, dated 16.8.1990. Under said circular the chief Executives of all public sector banks including the Management herein were specifically instructed that until the problem of existing temporary employees is fully resolved, no bank is permitted to make any permanent appointments. That some of the persons similarly situated like this Workman aggrieved by the inaction on the part of the management of the bank is not regularizing their services from out of the selected panel and not clearly focusing the vacancy position, filed W.P. No. 4194/97 before Hon'ble High court of A.P.. It is specifically averred in the said writ petition that the Management of the bank had failed to implement the settlement and that it violates the various fundamental rights guaranteed under the constitution of India. The Hon'ble High court of A.P. by order dated 5.3.97 directed the bank to implement the settlement as amended from time to time. It also directed the bank to carry out the terms of settlement before the expiry of March, 1997. The Hon'ble High Court also recorded finding that the Bank cannot escape its liability of enforcement of the Settlement. In view of the directions given by the High Court all candidates whose names appeared in the select panels prepared on the basis of the agreement entered into on 17.11.87 under which the panel was valid upto December, 1991, and on the basis of a settlement dated 27.10.1988 whereby the panels were made alive upto 31.3.1997 under which the panel was valid upto December, 1999. The other agreement dated 16.7.1988 under which the panel was valid upto 1992 and on the basis of the settlement dated 27.10.1998 whereby the panels were made alive upto 31.3.1997 were under the bonafide impression that their cases will be considered for regularization and were living on the basis of the said reasonable expectation. Unfortunately, contrary to the aforesaid directions given by the High Court and contrary to the settlements entered into between the parties, the bank issued proceedings dated 25.3.1997, dated 27.3.1997 and 31.3.1997 instructing the various authorities of the Management not to continue the temporary employees those who are in services of the bank from 1.4.97. The said order was followed by the Management. Aggrieved by the said action the Workman herein and similarly situated candidates have filed a writ petition before the Hon'ble High Court and by way of Writ Petition No.9206/97 seeking a declaration that the proceedings issued by the Deputy General Manager and the Assistant General Manager (Respondents 3,4 and 5 therein) on 25.3.97, 27.3.97 and 31.3.97 as illegal and also non-continuance of the Workmen therein in service by absorbing them in the services of the bank as violative of Section 2(p) and 18(1) read with Rule 58 of Central Rules and sought for specific direction to the bank to absorb them in service.

8. Further, Workman submits that in the counter affidavit filed in Writ Petition No.9206/97, the bank has submitted that it has about 805 branches in Andhra Pradesh alone. It has stated that due to exigencies of circumstances and on account of the urgent need in its banks, it employed temporary employees in subordinate cadre. It is pertinent to mention that it does not state the urgent or need or the nature of temporary employees that it had engaged. Enquiry into the same would reveal that the stand taken by the bank either on the ground of urgent need or of temporary employees is a façade to perpetuate unfair labour practice. It is designed to on the one hand, keep the employed in the erroneous zone of hope and on the other to ensure that benefits that a model employer will extend

under various statutes to its employees is not required to be borne out by the bank. A reading of the counter affidavit would show that the bank would opine that being just fair and reasonable are which obviously is reprehensible and is a facet of unfair labour practice.

9. The Workman submits that the bank had referred in its counter affidavit to three settlements dated 17.11.87, 16.7.88 and 27.10.88. The bank in the guise of extending the benefits of the circular of Government dated 16.8.90 stated in its counter affidavit that as follows:

"Government of India, vide its letter dated 16.8.1990, issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of the approach paper on the issue provided by a committee constituted in this regard. The Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper.

The approach paper specified that the cases of temporary employees who had put in not less than 240 days of temporary service in 12 consecutive Months and who are entitled to benefit of Section 25-F may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired, they could enter into a conciliation settlement with the representative union. Para 6(h), it is mentioned that only those temporary employees who had put in temporary service of 90 or more days after 1.1.1982 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 or more days, the bank by way of further concession entered into settlements Even in respect of those who had put in less than 90 days. As such, it could be Seen that the settlements are more beneficial to the temporary employees concerned. The approach paper also specify at para 6(c) that the banks would provide one time opportunity to all the temporary employees and for that purpose temporary employees worked in the bank on or after 1.1.1982 could be considered for re-employment in terms of the scheme. The Respondents have gone further wherein even persons working after 1975 were also considered.

As could be seen from the above, there was a genuine effort on the part of the Respondent bank to provide permanent employment for as many as possible subject to availability of the vacancies.

It is further submitted that at para 6(k) of the approach paper, it was made clear that this would be one time exercise in full and final settlement of all the aims and disputes for the past period in respect of temporary workmen covered by the settlement. This would mean that the Government of India guidelines would cover only those persons who were temporarily employed for the period specified therein and not otherwise. As such, it is submitted that the Respondents have not only followed the Government of India guidelines but in fact covered cases of the employees who had worked for less than 90 days. As such, question of violation does not arise and in any case those were only broad guidelines and not directives".

10. The Workman submits that the bank also referred a subsequent settlement dated 9.1.1991 wherein there is a clause to the effect- that the panel of temporary employees and the panel of daily wage employees will be operated to a particular period. Therefore their cases will not be considered. The Management herein relying upon this settlement in their impugned action. It is submitted that even the settlement dated 9.1.1991 will not empower the management to terminate the services of the temporary employees who are working in the bank services like the Workman herein as it does not specify the termination of the employees. In fact there are so many vacancies wherein the Management has engaged several new persons as temporary messengers/ attendars/ sweepers etc., even after the judgment of Hon'ble High Court without considering the cases of the similarly situated candidates like the Workman herein. It is submitted inspite of engaging fresh candidates as is now being done by the Management they would have continued the similarly situated candidates like the Workman herein in the services of the bank and consider their cases for absorption in view of the circulars issued by Central Government as well as the directions of this Hon'ble Court in Writ Petition No.4194/97, dated 5.3.97. In view of the circulars issued by the Central Government, the Management should not have relied upon the settlement dated 9.1.1991. Hence, the impugned action of the Management is illegal, unjust, violative of fundamental rights such as Articles 14,16 and 21 of the Constitution of India.

11. The Workman submits that in W.P. No.4194/97 filed by the union of temporary employees where in they have complained about the non- implementation of the settlements arrived between the parties and sought for absorption. Such employees in the bank services on permanent basis before the date fixed for carrying out the terms of settlement, the Court held that the members of the union had been empanelled in the list, they were not regularized and the time was going to run out to the near future and the Respondent bank and its officers cannot escape from the liability of enforcing the settlement which has been reached and therefore directed that the bank and the officers shall implement the settlement dated 17.11.87 as amended from time to time before the expiry of 31.3.97.

12. Further, it is submitted that in the clause of Settlement it is specifically mentioned that the workmen to be absorbed/appointed in the bank prohibiting any temporary appointments subsequent to the date of settlement even the authorities want to make temporary appointments that should be made only from among the empanelled can be appointed either for temporary vacancy or permanent vacancy except from among the empanelled candidates like the Workman and that should be continued till they are absorbed. The management committed unfair labour practices and terminated the services of the candidates with effect from 1.4.1997 which is arbitrary, discriminatory, contrary to their own guidelines and violative of the constitutional provisions which are guaranteed in Chapter -III of the Constitution of India.

13. The Workman submits that it is strange as to how the panels were allowed to lapse by a so-called Memorandum of Understanding dated 25.2.1997, that the action of terminating such employees like the Workman by virtue of an impugned oral proceedings without implementing the settlement would be illegal and unfair labour practice which cannot be allowed to be perpetuated. That the discontinuance of the Workman after 31.3.97 who had served in the bank in any capacity amounts to retrenchment. It could not have been done without any notice and it violates Sec.25FF of the Industrial Disputes Act, 1947 and the said action is violative of principles of natural justice guaranteed under Chapter III of the Constitution of India. This amounts to retrenchment without one month's notice and taken in view of such notice. Thus, the main proceedings issued by the Respondent is without jurisdiction and is arbitrary, illegal and therefore liable to be quashed. That the alleged Memorandum of Understanding dated 27.2.97, Ex.M5 does not own any legal entity, as the said Memorandum of Understanding is not published anywhere to brought to the notice of the Workman whose rights are being affected. It is submitted that Management did not adhere to the procedure envisaged by the Central Government in its' instructions dated 16.8.90 in the year 1995. The same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through Employment exchange instead of giving chance to the empanelled candidates like the Workman here. It is pertinent to mention here that the Respondent Management sent letters to the all similarly situated candidates like the Workman in the month of June, 1997, subsequent to the passing of impugned termination orders. After knowing the facts that the candidates are litigating, the Management refused to engage these candidates. It is once again reiterated that the panels are meant for absorption but not for termination. It was the duty of the Management to engage the empanelled candidates like the Workman even in temporary vacancies till they are absorbed permanently in regular vacancies. Hence, the action of the Respondent Management terminating the services of the Workman by oral order dated 31.3.97 is unjust, illegal, violative of principles of natural justice and hence, the Management be directed to reinstate and absorb the Workman and to grant all incidental and consequential benefits.

14. Per contra, Respondent had filed counter and made a contentions that the reference is not tenable and contrary to the provisions of I.D. Act, 1947. Respondent submitted that to tide over severe sub-ordinate staff constraints which arose out of leave vacancies, exigencies, etc., and also owing to the restrictions imposed by the Government of India/Reserve Bank of India on intake of staff, the Respondent bank used to engage sub-ordinate staff like messengers, sweepers, sweeper cum water boys, etc., depending on the availability of work on purely temporary basis for the smooth and uninterrupted functioning of the branches. It is submitted that the All India State Bank of India Staff Federation which represents majority of the employees in the State Bank of India comprising about 98% of the work force as its' members espoused the cause of temporary employees who have put in less than 240 days of temporary service in 12 calendar months in the bank and who were ineligible for any protection under Industrial Disputes Act, 1947 to give a chance for being considered for absorption and permanent appointments.

15. Discussions were held and on 17.11.1987 an agreement was signed between the federation and the Management bank under Sec. 2(p) read with Sec 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17.11.87 which may be herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorized would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16.7.88 second settlement was arrived between the Federation and the Bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17.11.1987. This is the second settlement. A 3rd settlement was entered into on 27.10.88 and it was agreed that the bank's service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16.8.90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec.25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para. 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1.1.82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concession entered into settlements. Even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6 (k) of the approach paper made it clear that it is a one time, exercise in full and final, settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9.1.91 herein after referred as 4th settlement and the time limit was extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

16. It is submitted that the administrative set up of the Hyderabad Local Head Office comprises of four Zonal Offices (Zones) at Hyderabad, Vijayawada, Visakhapatnam and Tirupathi covering all the Districts of Andhra Pradesh. In terms of the settlement the Management after following the procedure laid down therein prepared the panels of qualified candidates of temporary employees denoted as 1989 panel and also panel of casual/daily wagers denoted as 1992 panel for giving a chance for being considered for permanent absorption. These panels were prepared zone-wise separately for messengers and non-messengers in the descending order of temporary service put in by the candidates during the stipulated period i.e., 1.7.1975 to 31.7.1988. That the Federation approached the Regional Labour Commissioner(C) for implementation of bi-partite settlement in respect of absorption of temporary employees. The Regional Labour Commissioner(C) conducted conciliation proceedings and an agreement was arrived between the Federation and the bank. It was agreed that it would be kept alive upto March, 1997. A copy of the conciliation proceedings dated 9.2.1995 signed by the parties is filed as material paper. A settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Sec.2 (p) read with Sec.18(1) of the Industrial Disputes (Central) Rules, 1957, which is hereinafter called as 5th settlement. That on 27.2.1997 a Memorandum of understanding was also signed by the federation's affiliate and the bank Management recording the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by Central Office and thereby 403 messengerial vacancies were sanctioned. It was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached accordingly. It was agreed between the Federation's affiliate and the Management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers/casual employees would lapse on 31.3.1997. That as agreed upon vacancies

were filled from the panels. The Workman who has put in an aggregate temporary service of less than 240 days in a continuous block of 12 months period during 1.7.1975 to 31.7.1988 has no right to seek a direction to consider his candidature for absorption in the Management bank under any rule/law except under the settlement entered into thereon.

17. Respondent contended that, in fact, the case of the Workman can be considered under all the five settlements having got his case considered under provisions of these settlements. All the other provisions and terms of the settlements are also binding on him/her. The Management bank has not violated any of the provisions of the terms of the said settlement. That the very preparation and maintenance of panel is in compliance of the terms agreed under these settlements. These settlements were time bound and they ceased to exist on 31.3.1997. That the bank has never promised that all the candidates in the panel will be absorbed. In the advertisement itself it was made clear that candidates will be considered for absorption in the vacancies that may arise upto 1992. Keeping alive the panels after 31.3.1997 is contrary to the settlements arrived between the State Bank of India Staff Federation and the Management bank. That the settlements are binding on the parties. The Workman is also bound under the terms of the said settlement. The settlement does not suffer from any ambiguity as their language is very clear. The right under the settlements is to give them a chance to be considered for future appointment in the bank's services against the vacancies likely to arise. The settlements were effected to balance the expectations of the temporary employees to be absorbed in permanent service as against the constitutional rights for all eligible persons to be considered for employment every time a vacancy arises. That the alleged dispute including the demand for reinstatement has to be decided in this context. It is submitted that the period of panel list got expired on 31.3.97 and it is an integral term of the settlement and cannot be modified in any proceedings under the law. These temporary employees who unfortunately could not be accommodated for want of vacancies have no further rights to be considered for regularization. That the Hon'ble High Court in WP No.12964/94, held as follows, "It is needless to state that the settlement arrived at between the All India State Bank of India Staff Federation which, is the majority union and the bank Management is binding on the Workmen also. It is not at all the case of the Workman that any of the terms of the settlement has been violated by the bank's Management. If the Workman had worked in the bank on part-time basis before 31.5.94, that itself would not vest in him a right to claim that his services should be regularized on permanent basis against a full time cadre post. The claim put forth by the Workman in the present petition is therefore misconceived and not tenable. However, it is open to the Workman to claim any right which flows from the settlement between the union and the bank Management. As already pointed out that it is not the grievance of the Workman that some right which has flown from the settlement in favour of the Workman has been denied by the bank Management. Therefore, I do not find any ground, let alone substantial ground, to grant the kind of relief sought for by the Workman. Writ Petition fails and is accordingly dismissed. No costs."

18. Further, it is contended that if the panels were not lapsed at the end of designated period and allowed to be continued it would result in making the contracts of temporary employment indirectly permanent through back door entry, which would not only be contrary to the settlements but also to Articles 14 and 16 of Constitution of India and deprive the chances of original claimants who would Come through proper recruitment procedure. As their rights have been crystallized by operation of the settlements. Hence, there is no question of any Legitimate expectation being violated.

19. Similarly placed ex-employees filed WP No.9206/1995 and the batch before the Hon'ble High Court of A.P. and the learned Single Judge allowed the Writ Petitions. Aggrieved by the same WA No.86/98 and the batch was filed and the Division Bench set aside the order of the Single Judge. Thereafter the ex-temporary employees filed Special Leave Petition No.11886-11888 of 1998 before the Hon'ble Supreme Court of India. The Hon'ble Supreme Court of India also dismissed the SLP. Therefore reference to the Judgement of the Learned Single Judge in WP No.9206/97 is of no consequences as the same has already been set aside. The observations made in the Judgements cannot be relied upon for any purpose what so ever. The question of operation of Sec.25F would not come into play. Further the issue is covered by various Judgements of Hon'ble Supreme Court of India and various Hon'ble High Courts. Hence, the reference may be ordered that the Workman is not entitled for any relief.

20. In order to fortify his claim Workman has examined himself as WW1 and also filed documents in evidence which has been exhibited as Ex.W1 to W7. Further, the Workman has filed photocopies of documents in support of his claim which are discussed as under:-

Ex.W1 is the notification. Further, Ex.W2, Ex.W3 and Ex.W5 are the service certificates issued by the Respondent according to these documents the Workman has worked with the Respondent branch total 260 days. Ex.W4 is the intimation for interview which is nothing to do with the proof of working days. Further Ex.W6 is the notification issued by the bank through Employment Exchange for appointment of staff. Further, Ex.W7 is the audit report which is the report which speaks of the continuation of staff even today.

21. On the other hand, Respondent has examined witness MW1 Sri Aluru Rama Rao and this witness has exhibited 12 documents, marked as Ex.M1 to M12. The details of these documents are as follows:-

Ex.M.1 is the Settlement dated 17.11.1987. Ex.M2 is the Settlement dated 16.7.1988. Ex.M3 is the Settlement dated 27.10.1988. Ex.M4 is the Settlement dated 9.1.1991. Ex.M5 is the Minutes of the conciliation proceedings dated 9.6.1995. Ex.M6 is the Settlement dated 30.7.1996. Ex.M7 is the Memorandum of Understanding dt. 27.2.1997. Ex.M8 is the Particulars of 1989 Messengerial Panel. Ex.M9 is the Particulars of 1989 Non-Messengerial Panel. Ex.M10 is the Particulars of 1992 General Attendant Panel. Ex.M11 is the Judgment of Hon'ble High Court of A.P. in Writ Appeal No.86/98 dt.1.5.1998. Ex.M12 is the Judgment of Hon'ble Supreme Court of India in SLP No. 11886-11888 of 1998 dt.10.8.1998.

22. Apart from afore mentioned documents, Learned Counsel for Workman has also filed a long list of various judgements of Hon'ble Supreme Court as well as Hon'ble High Court, which we will discuss at appropriate place in this Award.

23. Heard the argument of Learned Counsel for Workman as well as for Respondent.

24. On the basis of rival pleadings of both the parties and submissions made by the Learned Counsel for both the parties, following points arise for determination in the industrial dispute :-

- I. Whether the 1st settlement dated 17.11.1987, 2nd settlement dated 16.7.1988, 3rd settlement dated 27.10.1988, 4th settlement dated 9.1.1991 and 5th settlement dated 30.7.1996 entered into between State Bank of India and All India State Bank of India Staff Federation and also Memorandum of Understanding are binding upon both the parties?
- II. Whether the action of State Bank of India, Accounts Divn.(H.M.B.) branch in terminating the services of Workman Sri K. Tulasi Das, a Non-Messenger with effect from 31.3.1997 is justified?
- III. Whether the Workman is entitled for absorption on permanent post in the Branch of Respondent management as per averments made by him in the claim statement?
- IV. To what relief if any the Workman is entitled for?

Findings:-

25. Point No.I:- Undisputedly settlements dated 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 and 30.7.1996, minutes of conciliation proceedings and memorandum of understanding dated 27.2.1997 were executed between the State Bank of India and All India State Bank of India Staff Federation under section 2(p) and 18 (1) of I.D. Act, 1947 read with Rule 58 of Industrial Disputes (Central Rules), 1957.

Section 2(p) of the Industrial Disputes Act, 1947 as follows:-

(p) "settlement" means a settlement arrived at in the course of conciliation proceeding and includes a written agreement between the employer and workmen arrived at otherwise than in the course of conciliation proceeding where such agreement has been signed by the parties thereto in such manner as may be prescribed and a copy thereof has been sent to an officer authorised in this behalf by the appropriate Government and the conciliation officer;

Section 18(1) provides as follows:-

18. Persons on whom settlements and awards are binding.

- [(1) A settlement arrived at by agreement between the employer and Workman otherwise than in the course of conciliation proceeding shall be binding on the parties to the agreement.

Therefore, in view of the provision contained u/s.18 (1) I.D. Act, 1947, terms and conditions enumerated in the aforesaid settlements are binding on the parties to the agreement. The Learned Counsel for Workman has argued that the Workman after going through the selection procedure has successfully been listed in the panel for appointment on the permanent basis in the Respondent management and the empanelled list has to be valid till last person in the empanelled list is appointed on permanent basis. But the impugned order dated 25.3.97, 27.3.97 and 31.3.97, has been issued by Respondent management thereby the services of the Workman has been terminated and the said order is not in consonance of the terms of the agreement entered into between the parties. Further, Workman submits that the Respondent in the 5th settlement has mentioned the date i.e., 31.3.1997 for lapse of empanel list which is illegal and that is not binding upon the Workman. The condition of lapse of empanelment list on 31.3.97 incorporated in the aforesaid 5th settlement, is arbitrary and illegal.

26. The perusal of the impugned order dated 25.3.1997 goes to reveal that the Chief/Branch Manager, SBI Zonal Office has issued the letter to all the branches with regard to the subject not to make any temporary appointments in the Branch in messengerial category from 1.4.1997. The extract of the said letter is given below:-

“We have been advised by the Deputy General Manager, Zonal Office, Hyderabad that as both the panels of temporary employees of 1989 and daily wagers/casual labours of 1992 will lapse by 31.3.1997, it has been decided by Central Office not to make any temporary appointments in messengerial category from 1.4.1997.”

Thus, from the contents of the aforesaid letter, it manifest that Head Office of State Bank of India vide letter dated 25.3.1997 has issued direction to all its branches not to make any temporary appointments in messengerial category from 1.4.1997 due to reason of lapse of both panels i.e., 1989 & 1992 on 31.3.1997 as per terms of settlements entered into by both parties. Further the contents of the subsequent letter dated 27.3.1997 issued by Respondent Management is also direction to Branch Manager, State Bank of India not to make any temporary messengerial category appointment with effect from 1.4.1997 and it has also been communicated to all concerned that the panels of temporary employees and daily wagers maintained by Zonal offices stand lapsed from 31.1.1997. Further, office order dated 31.3.1997 has been issued by Respondent management that goes to reveal that the said office order has been issued to this effect that, “Consequent on absorption of temporary employees in permanent cadre, it has been decided by the competent authority that no one onwards, no further daily labour or temporary employees/appointments should be resorted to/engaged/employed.” Therefore, it reflects from the contents of the aforesaid orders that the temporary appointment in messengerial category and daily labour has been stopped by the Respondent management with effect from 1.4.1997 because of the lapsed of panel of temporary workers and daily wagers by 31.3.1997. The agreement for lapse of both the panels on 31.3.1997 is contained in the 5th settlement which has been arrived at between the parties on dated 30.7.1996 with the consensus of both the parties. Therefore, Workman can not challenge the terms and conditions contained in settlement dated 30.7.1996 regarding lapse of panel on 31.3.1997 as agreed between State Bank of India and State Bank of India Staff Federation. As per provision contained u/s.18(1) of I.D. Act, 1947 the said Agreement dated 30.7.1996 is binding on both the parties.

In the case of Allied Sales Corporation Secunderabad vs. The Authority Under Andhra Pradesh..... 1990 II LLJ 510 AP para 414, Hon’ble Court have held:-

“4. There was a settlement between the Management and the workmen under Section 18(1) of the Industrial Disputes Act on 25th April 1983 under which the age of superannuation of the workmen was fixed at 55 years. The settlement was to be in force upto 30th June 1986 and the next settlement, incorporating practically the same terms, was again entered into on 4th February 1987 under Section 18(1) of the Industrial Disputes Act. There is no dispute that these settlements are under Section 18(1).

14. Now the Authority constituted under Section 41(1) of the Act is an authority with very limited jurisdiction. It can only decide in the first appeal whether a termination by the management is valid or not and is within the parameters of Section 40 of the Act. The said Authority, in our view, has absolutely no jurisdiction to decide

whether a settlement entered into under Section 18(1) of the Industrial Disputes Act between the representatives of the Workmen and of the Management, is vitiated by undue influence or misrepresentation or coercion on the part of the Management. The Authority, namely, the Assistant Commissioner of Labour, was never intended by the A.P. Legislature to have jurisdiction to go into the question of the validity of a settlement arrived at under Section 18 of the Industrial Disputes Act by an Industrial Court. That Parliament has, in fact, constituted Industrial Courts under the Industrial Disputes Act, with extensive powers cannot be disputed. What we mean to say is that the Authority under Section 41(1) of the A.P. Act has no jurisdiction what-so-ever either to question or to decide about the validity of any such settlements. If parties to a settlement have a grievance about the validity of a settlement, it is for them to agitate the matter before the appropriate forum and they cannot ask an Authority constituted under Section 41(1) of the A.P. Shops and Establishments Act, 1966 with limited jurisdiction, to go into any such question and, that too, incidentally while deciding whether retirement as per the contract of employment, is legal or not."

It is not the case of Workman that aforesaid settlements are vitiated by undue influence or misrepresentation or coercion on the part of the management. If the Workman feeling aggrieved by any terms of settlement/ agreement on the aforementioned grounds then he can challenge of settlement before a competent authority under the Act, 1947. But here in the instant matter it is not a case of Workman that aforementioned settlement has been entered into between the parties on the ground of undue influence or misrepresentation or coercion. Therefore, Workman is barred to raise any objection in respect of fixing the date of lapse of both panels on 31.3.1997 as agreed between both the parties and Workman can not challenge any terms of said Agreement.

Further in the case of **Herbertsons Limited Vs. Workmen of Herbertsons Limited and Ors, 1977 AIR 322**, Hon'ble Supreme Court have held:-

The Tribunal thought that the question of the quantum of membership of the 2nd Respondent did not call for a finding at all in view of this Court's order. As observed above that was not a correct assumption. On the other hand, we feel that this view of the Tribunal has led it to approach the matter in an entirely erroneous manner. The Tribunal is, rightly enough, conscious that under section 18 (1) of the Industrial Disputes Act the settlement was binding on the company and the members of the 3rd Respondent union. Even so, the Tribunal devoted nearly half of its order in scanning the evidence given by the company and Respondent No. 3 to find out whether the terms of the settlement had been explained by the President of the union to the workmen or not and whether the workers voluntarily accepted the settlement knowing all the "consequences". This to our mind is again an entirely wrong approach.

"When a recognised union negotiates with an employer the workers as individuals do not come into the picture. It is not necessary that each individual worker should know the implications of the settlement since a recognised union, which is expected to protect the legitimate interests of labour, enters into a settlement in the best interests of labour. This would be the normal rule. We cannot altogether rule out exceptional cases where there may be allegations of mala fides, fraud or even corruption or other inducements. Nothing of that kind has been suggested against the President of the 3rd Respondent in this case. That being the position, prima facie, this is a settlement in the course of collective bargaining and, therefore, is entitled to due weight and consideration.

It is not possible to scan the settlement in bits and pieces and hold some parts good and acceptable and others bad. Unless it can be demonstrated that the objectionable portion is such that it completely outweighs all the other advantages gained the Court will be slow to hold a settlement as unfair and unjust. The settlement has to be accepted or rejected as a whole and we are unable to reject it as a whole as unfair or unjust. Even before this Court the 3rd Respondent representing admittedly the large majority of the workmen has stood by this settlement and that is a strong factor which it is difficult to ignore. As stated elsewhere in the judgment, we cannot also be oblivious of the fact that all workmen of the company have accepted the settlement. Besides, the period of settlement has since expired and we are informed that the employer and the 3rd Respondent are negotiating another settlement with further improvements. These factors, apart from what has been stated above, and the need for industrial peace and harmony when a union backed by a large majority of workmen has accepted a settlement in the course of collective bargaining have impelled us not to interfere with this

settlement. That being the position, we unhold the settlement as fair and just and order that the award of the Tribunal shall be substituted by the settlement dated October 18, 1973. The said settlement shall be the substituted award. The appeal is disposed of accordingly. There will be no order as to costs."

Therefore, in view of the law laid down by the Hon'ble Apex Court as discussed above, the contention of the Workman that the date fixed for lapse of empanelled list on 31.3.1997 for appointment to the permanent post vide 5th Settlement dated 30.7.1996 is arbitrary, illegal is not untenable. The recognized union of Workmen has negotiated with the Respondent Bank Management representing large number of Workmen and the Workman as individual do not come into picture. Workman in the instant case has work as temporary Workmen in the Respondent Branch and in response of Notification he had applied for inclusion of his name in the panel and he was selected for inclusion his name in the panel list to be utilized for absorption of such Workman to permanent post in order of their seniority in the list. The Settlement dated 30.7.1996 between State Bank of India and All India State Bank of India Staff Federation under Sec.2(p) and Sec.18(1) of I.D. Act, 1947 has clearly provided as regard non-messengerial position and it is agreed that all such posts sanctioned fallen vacant upto 31.3.1997 shall be filled before empanel list is allowed to lapse. Thus, in view of law laid down by the Hon'ble Apex Court, in the instant case, Agreement dated 30.7.1996 was entered into between both the parties in respect of lapsing of the both the panels on 31.3.1997 and absorption of the Workmen from panel list was subject to availability of vacancy of post likely to arise upto 31.3.1997, have a binding force on Workman as well as management of State Bank of India in view of provision contained under section 18 (1) of I.D. Act, 1947.

Thus, Point No.I is answered against the Workman and in favour of the Respondent.

27. Point No.II:- Firstly, it is submitted on behalf of the Workman that the Respondent has terminated his services by oral order on 31.3.1997 without issuing any notice or paying any salary or compensation in lieu thereof. Therefore, the termination order of the Workman from service is in violation of provision contained Under Section 25 F of I.D. Act, 1947. Therefore, the order is liable to be set aside.

28. On the other hand, Respondent counsel contended that Workman has not worked for 240 days in any preceding calendar year. Therefore, reference of the industrial dispute is not relevant. In this context, the Workman has examined himself as WW1 who has reiterated that Workman has been terminated from service by Respondent on 31.3.1997 without notice of salary or compensation in lieu thereof. Before examining the claim of the Workman on merit it would be apposite to reproduce the provision contained under section 25 F:-

Section 25F provides:-

Conditions precedent to retrenchment of workmen.- No Workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the Workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the Workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the Workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

Definition of continuous service.- For the purposes of this Chapter,--

(1) a Workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident

or a strike which is not illegal, or a lock- out or a cessation of work which is not due to any fault on the part of the Workman;

(2) where a Workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--

(a) for a period of one year, if the Workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--

(i) one hundred and ninety days in the case of a Workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

In order to prove the fact of 240 days of service within 12 months of a calendar year just preceding from the date of termination, the initial burden of proof lies upon the Workman and the Workman has to prove this factum by adducing his oral as well as documentary evidence in support of his claim.

Further, how to calculate 240 days of service by the Workman in a calendar year. In this context the reference of decisions of Hon'ble Supreme Court is relevant and the same are discussed below:-

In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan and Anr. (2004) Apex Court held:

"It was the case of the Workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had worked for 240 days in the year preceding the date of his termination. He has filed an affidavit. It is statement which is in his favor and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year These aspects were highlighted in Range Forest Officer v. S.T. Hadimani (2002 (3) SCC 25. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court held that the Workman had worked for 240 days as claimed."

In Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195), held *"the burden was on the Workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment."* In *M.P. Electricity Board v. Hariram (2004 (8) SCC 246)* the position was again reiterated in paragraph 11 as follows: *"The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously .."*

In the case of Manager, RBI, Bangalore vs. S Mani (2005) SCC Page 100, the 3 Judges Bench of the Apex Court held that *"the initial burden of proof was on the Workman to show that he had completed 240 days of service."*

Hon'ble Apex Court in the case of Mohan Lal vs Management BEL 1981 SCC page 225 has laid down the principle that how to count 240 days of service within one year it is held: *"Clause (2)(a) provides for a fiction to treat a Workman in continuous service for a period of one year despite the fact that he has not rendered uninterrupted service for a period of one year but he has rendered period of 240 days during the period of 12 calendar service for months counting backwards and just preceding the relevant date being the date of retrenchment. In other words, in order to invoke the fiction enacted in clause (2)(a) it is necessary to determine first the relevant date, ie the date of termination of service which is complained of as retrenchment. After that date is ascertained. move backward to a period of 12 months just preceding the date of retrenchment and then ascertain whether within the period of 12 months, the Workman has rendered service for a period of 240 days. If these three facts are affirmatively answered in favor of the Workman pursuant to the deeming fiction enacted in clause (2)(a) it will have to be assumed that the Workman is in continuous service for a period of one year and he will satisfy the eligibility qualification enacted in Section 25-F"*

"14. We have already extracted section 25B since its amendment and the change in language is the legislative exposition of which note must be taken. In fact, we need not further dilate upon this aspect because in Surendra Kumar Verma and Ors. v. Central Government Industrial-cum-Labour Court, New Delhi and Anr., Chinnappa

Reddy. J., after noticing the amendment and referring to the decision in Sur Enamel and Stamping Works (P) Ltd case, held as under:

"These changes brought about by Act 36 of 1964 appear to be clearly designed to provide that a Workman who has actually worked under the employer for not less than 240 days during a period of twelve months shall be deemed to have been in continuous service for a period of one year whether or not he has in fact been in such continuous service for a period of one year. It is enough that he has worked for 240 days in a period of 12 months, it is not necessary that he should have been in the service of the employer for one whole year."

In a concurring judgment Pathak J. agreed with this interpretation of section 25B(2). Therefore, both on principle and on precedent it must be held that section 25B(2) comprehends a situation where a Workman is not in employment for a period of 12 calendar months, but has rendered service for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of section 25B and Chapter VA."

Thus, in view of the law laid down by the Hon'ble Apex Court as discussed above the initial burden of proof lies upon the Workman to show that he has completed 240 days of the service with the Respondent just preceding from the date of his termination. Further, in respect of the employment of calculating the 240 days service in view of the contents of Section 25-F read with Section 25-B of the I.D. Act, 1947.

29. Now, in view of the provision contained under Section 25 F and law laid down by the Hon'ble Apex Court, we have to examine whether the Workman has discharged his initial burden of proof in respect of his claim of 240 days continuous service in a calendar year just preceding from the date of his termination i.e., 31.3.1997.

In this context, WW1 in his cross examination has stated that,

"I was not sponsored by any employment exchange. I did not undergo regular process of selection before my engagement as temporary non- messenger in the branch. I did not work continuously. I used to work depending upon the availability of work in the branch."

"It is true that I did not work for 240 days in any year in my entire service in the bank (in any branch)."

Thus, it is clear from the testimony of WW1 that the Workman had not worked for 240 days continuously in any 12 months of a calendar year just preceding from the date of his termination in the Respondent bank. Therefore, Workman failed to establish his plea by his oral and documentary evidence that he had worked for 240 days continuously in calendar year just preceding from the date of his termination i.e., 31.3.1997. Thus, the claim of the Workman that he has been terminated by oral order without issuing notice or payment in lieu after termination, in contravention of Section 25 F of Industrial Disputes Act, 1947 is not tenable. However the documents filed by the Workman in support of his claim, number of days worked with the Respondent goes to reveal that the Workman had worked intermittently as daily wager depending upon availability of work in branch. Workman did not file any document of appointment letter or salary slips in support of his claim for appointment as a non-messenger in the Respondent branch on temporary basis.

30. Per contra, the Learned Counsel for Respondent has submitted the allegation of Workman that he was terminated from services is not correct. As the vacancies were filled up on regular basis in order of their respective seniority the non-engagement of the Workman does not amount to termination. Further, Respondent contended that no law provide that even though there is no work temporary employee should be continued in the bank work as the very engagement of Workman was subject to availability of work. Therefore, the allegation that the bank has indulged in unfair labour practice is incorrect.

31. Thus, in view of the fore gone discussion and contentions made by the Respondent, I find the force in the argument advanced by the Respondent that in the instant matter, Workman was not terminated from service by order dated 31.3.1997 rather he was disengaged in view of the non-availability of the work in the branch. Further, there was direction issued by the Head Office of the Respondent authority not to engage any daily wager Workman/ temporary Worker w.e.f. 1.4.1997. Thus, such disengagement of Workman does not amount to termination. Moreover, the Workman failed to prove his claim that he was terminated in contravention of provision of Sec.25F of

the I.D. Act, 1947 as he failed to establish his plea by any oral or documentary evidence that he had worked for 240 days continuously in a twelve months of calendar year just preceding from date of termination i.e., 31.3.1997.

32. Further, perusal of the order dated 25.3.1997 goes to reveal that the Chief Branch Manager, State Bank of India has issued the letter to Zonal Office with direction to all its branches to this effect that they have been advised by the DGM, Zonal Office, Hyderabad that as both the panel of temporary employees of 1989 and daily wagers/casual labour of 1992 will lapse on 31.3.1997 it has been decided by central office not to make any temporary appointments in messengerial cadre from 1.4.1997, therefore it was directed to issue suitable instructions not to make temporary appointments from 1.4.1997. There is no mention in this order that the Workman herein has been terminated from service by this order.

33. Further, the circular dated 27.3.1997 was issued by DGM, SBI to all branches in commercial network in respect of the non-appointment of temporary employees in subordinate cadre and it has directed not to make any temporary employment in the subordinate cadre with effect from 1.4.97 and further, it has directed to ensure that no temporary/casual/daily basis appointment of the petty cash. Further, it is directed to all Branch Managers that any deviation in this regard will be viewed seriously. Thus, these circulars do not reflect that the Workman has been terminated from service by this order.

34. Similarly, office order dated 31.3.1997 is simply a direction to all branches of the Respondent bank by DGM that no further daily labour should be engaged or employed. Therefore, the plea of the Workman that he has been terminated by the aforesaid order dated 25.3.1997, 27.3.1997 and 31.3.1997 from the service by the Respondent is not acceptable. The evidence adduced by the Workman clearly goes to reveal that he had worked as a daily wager for which he has been paid wages according to number of working days. As there was an order for prohibition for engaging temporary workmen, in the bank, therefore, Workman could not be engaged by the Respondent for work from 1.4.1997 and there after. It is settled law that the daily wagers are engaged by the employer depending upon the availability of work and as the work was not available the Workman was not engaged further by the Respondent management. Therefore, the Workman on the ground of number of days he had worked in the Respondent bank cannot claim any right to reinstate him into the employment. As the Workman failed to prove the mandatory condition of 240 days of continuous service as required under Sec.25F of I.D. Act, 1947. Therefore, the disengagement of Workman from work can not be termed in contravention of provision contained under Sec.25F and 25 B of the I.D. Act, 1947.

Thus, this point is answered against the Workman and in favour of Respondent.

35. **Point No.III:-** In this context, the Workman has contended that the management failed to implement the selected panels during its valid tenure. The management adopted the back door methods contrary to the settlements and filled up the vacancies. The same is evident from the proceedings dated 18.11.1993 a copy of the same is filed in the material papers and the same may be read as part of the claim statement. Further, it is submitted that management has to adhere the procedure issued by the Central Government, the instructions dated 16.8.1990 in the year 1995, but same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through employment exchange instead of giving chance to the empanelled candidates like the Workman herein. The management sent call letters to the similarly situated candidates like the Workman in the month of June 1997 subsequent to issuance of impugned termination orders. After knowing the fact that they are litigating the issue by way of dispute, the management has refused to engage those candidates, the copies of call letters issued are filed herein along with claim petition. The Workman herein reiterates that the panels are meant for absorption but not for termination. In view of the same a duty is cast upon the Respondent management to engage the empanelled candidates like the Workman herein even in temporary vacancies till they are absorbed permanently in regular vacancies.

36. On the other hand, Respondent has contended that the Federation approached Regional Labour Commissioner (Central) for implementation of bipartite settlement in respect of the absorption of temporary employees. The Regional Labour Commissioner (Central) conducted conciliation proceedings and agreement was arrived at between the Federation and the Management bank. It is submitted that it was agreed between the Federation and the Management that both the panels of temporary employees and daily wagers /casual labour would

be kept alive upto March, 1997 and the vacancies as agreed to under the afore set out settlements will be filled from both the lists concurrently. A copy of the conciliation proceedings dated 9.6.1995 signed by the parties to the dispute is filed as a material paper. Further, it is submitted that the settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Section 2(p) read with Section 18(1) of the Industrial Disputes (Central) Rules 1957 which is binding on the parties. A copy of this agreement which hereinafter may be referred to as 5th settlement for brevity, is also filed as a material paper. The 5th settlement dated 30.7.1996 whereunder the earlier four settlements dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 were also referred, it was agreed to, by the Federation and the Management bank that both the panels of temporary employees and daily wagers/casual employees will be kept alive upto March, 1997 for filling the vacancies existing/arrived at as on 31.12.1994 as per the norms agreed to between the bank and Federation and that thereafter the said panels would lapse. It was also agreed that within the framework of the above settlements the modalities about drawing names from either the panel of temporary employees or the panel of daily wagers and casual labour would be decided administratively on circle to circle basis depending upon the local requirements in consultation with the Federation's affiliate by the Circle management. It was further agreed that all messenger real vacancies/positions in the subordinate cadre including part-time attendants specifically provided as leave reserve will be filled by the end of 31.3.1997. Further, Respondent contended that on 27.2.1997 a memorandum of understanding was also signed between the Federation's affiliate and the bank management regarding the fact that the exercise of identifying the messengers' vacancies as on 31.12.1994 has since been completed by central office and thereby 403 messengers' vacancies were sanctioned to the circle of the Management bank and it was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengers' staff in the usual manner and the agreement was reached upon. Further, it was agreed between the Federation's affiliate and the management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers /casual employees would lapse on 31.3.1997.

37. The Workman has contended that the empanelled list prepared by the Respondent management for appointment of temporary and daily wage Workers to the permanent post cannot lapse unless until it is exhausted by appointing all the empanelled persons and it should continue even after 31.3.1997, i.e., the date fixed for the lapse of panel. It is undisputed that the date of lapse of empanelled list of Workmen has been fixed to 31.3.1997 as mentioned in the settlement dated 30.7.1996, and agreed between the parties. It is settled law that and once the life of panel list lapses on the date as agreed between the parties it cannot be extended beyond that date. In the instant case the panel list of the workmen was valid upto 31.3.1997 in view of the terms and conditions enumerated in the 5th Settlement entered into between the parties. As the lapse of panel i.e., 31.3.1997 has been agreed by State Bank of India and State Bank of India Staff Federation through 5th Settlement, the Workman is not competent to challenge the same.

In this context I would like to take reference of the decision of the apex court in the case of **Syndicate Bank and Ors vs. Shankar Paul and Ors**, AIR 1997 SC 3091, therein the Hon'ble Apex Court have held:-

"Till 1982, the branches of the appellant Bank in Calcutta region were recruiting persons locally to work as temporary attenders in leave vacancies. In view of the revised procedure prescribed by the Government of India in respect of such temporary appointments, the Calcutta regional office of the appellant Bank issued a circular to all of its branches on 14.8.1982, instructing all the branches under it to discontinue the old practice from 1.6.1982 and appoint only empanelled candidates. The regional office was to prepare a panel of eligible candidates, after calling names from the local/district employment exchange, and split it up branch-wise. Following that new procedure yearly panels were prepared thereafter. Names of the Respondents were for the first time included in the panel prepared for the period 7.2.1987 to 6.2.1988. By its letter dated 7.2.1987 the Bank had informed the Respondents that the panel was valid for one year only and that inclusion of their names in the panel was not to confer on them any right to seek permanent appointment in the service of the bank. Considering the object with which the panel was prepared and the fact that it was an yearly panel expiring on 6.2.1988, we are of the opinion that the Respondents did not get any right, because of inclusion of their names in the said panel, for permanent absorption in the service of the Bank. Whatever conditional right they had came to an end with the expiry of the panel. The claim of the Respondents, as contained in the writ petition was

thus misconceived and therefore the learned single Judge and the Division Bench, when it first decided the appeal, were right in dismissing the writ petition and the appeal respectively."

Thus, in view of the above law laid down by the Hon'ble Apex Court and in view of the terms and conditions of the 5th Settlement the contention of the Workman that empanelled list should continue even after 31.3.1997 till the last Workman in the panel is absorbed is not tenable. The contention of the Workman is baseless in view of recital in the settlement. Therefore, in view of the fore gone discussion and finding given at Point No. I regarding binding nature of Settlements and terms and conditions enumerated therein, in view of the provision contained u/s.18(1) of the I.D. Act, 1947, I am of the considered view that life of panels lapsed on 31.3.1997 in view of terms of settlement dated 30.7.1996 and plea of Workman that the panel shall continue even after 31.3.1997 till last man absorbed has no legal force and same is untenable.

38. Undisputedly, settlement agreement dated 30.7.1996 was executed between the State Bank of India and State Bank of India Staff Federation and in that settlement it was agreed that both the panels of temporary employees and daily wagers/ casual employees will be used for filling vacancies existing as on 31.12.1994 as per the norms agreed between the bank and the Federation. These empanelled workmen were to be given a chance for permanent appointment in the bank against vacancies arising up to December 1994 whereas the daily wagers/ casual employees were to be considered against the vacancies arise from January 1995 to December 1996, whereby the said panel would lapse. It was agreed that the vacancies falls upto 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus, the claim of the Workman to the post of permanent non-messenger in the Respondent management was subject to the availability of the sanctioned post and vacancies arising upto 31.3.1997. The workmen given chance to the permanent post were seniors in number of working days in panel list and Workman herein was junior to those workmen. Therefore, Workman could not be given absorption to permanent post being junior to other workmen in the panel list.

39. In this context the Workman witness WW1 was cross examined by the Respondent counsel and in the cross examination the witness WW1 states:-

"I applied for appointment as messenger in response to the advertisement issued by the bank and the union. Further, witness states, the panel was prepared basing upon the number of days of service put in by the temporary employees. Some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel. Further witness states, I am not having any documents to show that any of my juniors are continuing in service in the bank."

Thus, from the above statement of the Workman witness WW1 it is clear that the panel was prepared in terms of various settlements entered into between Staff Federation of State Bank of India and State Bank of India and it was prepared on the basis of number of days of work put in by the temporary employees. Further, the Workman himself admitted that some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel and he is not having any document to show that any person who worked for less number of days than the Workman was given appointment in the bank. Therefore, the allegation of the Workman that the regular appointment has been made by the bank from the panel list in breach of the terms of the settlement and violation of seniority of panel list is not proved by this evidence of WW1. Thus, there is no evidence on record that bank has given the appointment to the temporary employees as well as daily wagers from the panel list 1989 and 1992 in breach of seniority of the temporary employees in the list. There is no evidence of jumpling in the panel list to make appointment of any permanent Workman in breach of the seniority. Therefore, I am constrained to hold that the Respondent Management has appointed the workmen from panel list in order of seniority and there is no jumpling of workmen in the panel list before it got lapsed on 31.3.1997.

40. However, Workman has taken the plea that the panels of Workmen for absorption in the employment of the Respondent banks (panels of temporary employees and daily wagers) has been lapsed on 31.3.1997 in contravention of terms of settlement as the object of preparing the entire empanelment of temporary and daily wagers was to provide them permanent employment and till the both the panel lists exhausted the panel list cannot be lapsed on 31.3.1997 and the date of lapsing of the panel on 31.3.1997 has been fixed by the Respondent arbitrarily without any authority.

41. In this context, the perusal of Settlement dated 30.7.1996 reveals that the 5th Settlement dated 30.7.1996 was entered under Section 2(p) and 18(1) of I.D. Act, 1947 read with Rule 58 of Industrial Dispute (Central) Rules 1957. This settlement has been entered into by the competent parties and in this settlement parties thereto agreed that both the panels of temporary employees and daily wagers/casual employees will lapse on 31.3.1997. Thus the date of lapse of panel was fixed by both the parties with consensus under the settlement dated 30.7.1996 and same is binding upon the Workman under the provision of Section 18(1) of I.D. Act, 1947. Moreover, this issue of binding force of the settlement dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 has already been discussed, decided at finding in Point No.I of this award. However, the legality and validity of the aforementioned settlement has not been challenged by the Workman before any competent forum. Thus, claim of Workman that the date of lapse of panel i.e., 31.3.1997 has been fixed arbitrarily by the Respondent bank is untenable. As regard the claim of Workman for his absorption to the permanent post it is settled law that the Workman can not claim his regularization to permanent post merely on the basis of number of working days.

42. In this context the reference of the decision of Hon'ble Supreme Court in the case of **Oil and Natural Gas Corporation vs Krishan Gopal 2020(3) SCALE 272, date of decision 7.2.2020** is relevant therein Hon'ble Supreme Court have has laid down principle regarding regularization of the Workman on permanent posts. Hon'ble Supreme Court have laid down the prepositions of regularization of the workmen to permanent post is as under:-

“(i) Wide as they are, the powers of the Labour Court and the Industrial Court cannot extend to a direction to order regularisation, where such a direction would in the context of public employment offend the provisions contained in Article 14 of the Constitution;

(ii) The statutory power of the Labour Court or Industrial Court to grant relief to workmen including the status of permanency continues to exist in circumstances where the employer has indulged in an unfair labour practice by not filling up permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages;

(iii) The power to create permanent or sanctioned posts lies outside the judicial domain and where no posts are available, a direction to grant regularisation would be impermissible merely on the basis of the number of years of service;

(iv) Where an employer has regularised similarly situated workmen either in a scheme or otherwise, it would be open to workmen who have been deprived of the same benefit at par with the workmen who have been regularised to make a complaint before the Labour or Industrial Court, since the deprivation of the benefit would amount to a violation of Article 14; and

(v) In order to constitute an unfair labour practice under Section 2(ra) read with Item 10 of the Vth Schedule of the ID Act, the employer should be engaging workmen as badlis, temporaries or casuals, and continuing them for years, with the object of depriving them of the benefits payable to permanent workmen.

Thus, in view of the principles laid down by the Hon'ble Supreme Court as discussed above, in the instant matter the Workman utterly failed to prove his claim by adducing any documentary or oral evidence that the employer has indulged in unfair labour practice by not filling the permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performance was the same work, as regular workmen on lower wages.

43. Respondent has contended that all the vacancies exist and arise upto 31.3.1996 has been filled up from the panel list in order of seniority and no vacancy exists or arises as on 31.3.1997 remained unfilled. Further, it is contended that as per terms of settlement the life of panel lists has been lapsed on 31.3.1997, hence, there is no occasion to extend the life of panel lists beyond 31.3.1997. However, the workman failed to prove contrary by any evidence to the aforesaid contention of the Respondent that the vacancies were existing as on 31.3.1997 and the workman was not given absorption to the permanent post in order of his seniority. It is settled law that the power to create permanent or sanctioned post lies outside the judicial domain and where no posts are available, a direction to grant regularization would be impermissible merely on the basis of the number of years of service. Therefore, the claim of the workman on this ground also not acceptable.

44. Further, as per the of settlement, panel was prepared for absorption of the workmen on the permanent posts has already been lapsed on 31.3.1997 and the vacancies existing and arising upto 31.12.1994 and upto 31.3.1997 as settlement dated 30.7.1996 has been filled up from the panel by appointing the workmen as per seniority in the panel list. Workman witness WW1 in his cross examination has himself admitted this fact that, some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel. The Workman failed to show that there was any breach of terms of settlement has been committed by the Respondent in appointment to permanent post from aforesaid panel list.

45. As discussed in preceding paragraph of this Award, the life of the panel has not been extended beyond 31.3.1997, by any further settlement hence, the panel list in which name of the Workman was included got expired on 31.3.1997. It is not the case of the Workman that Respondent has regularized similarly situated workmen either in the scheme or otherwise and the Workman has been deprived of same benefit on par with those workmen or the vacancies remained unfilled on the date of lapse of panels i.e., 31.3.1997, Industrial Tribunal has no jurisdiction to extend the date of lapse of panel i.e., 31.3.1997. This Tribunal can not order for regularization of workmen to the permanent post in contravention of the provision of Article 14 of the Constitution of India.

In the case of **Mahboob Deepak vs. Nagar Panchayat Gajraula & Anr, Civil Appeal No.5875/2007 date of judgement 13.12.2007**, Hon'ble Supreme Court have held:-

"8. Respondent is a Local Authority. The terms and conditions of employment of the employees are governed by a statute and statutory rules. No appointment can be made by a Local Authority without following the provisions of the recruitment rules. Any appointment made in violation of the said rules as also the constitutional scheme of equality as contained in Articles 14 and 16 of the Constitution of India would be a nullity.

9. Due to some exigency of work, although recruitment on daily wages or on an ad hoc basis was permissible, but by reason thereof an employee cannot claim any right to be permanently absorbed in service or made permanent in absence of any statute or statutory rules. Merely because an employee has completed 240 days of work in a year preceding the date of retrenchment, the same would not mean that his services were liable to be regularized."

Therefore, in view of the law laid down by the Hon'ble Apex Court, the claim of the Workman for absorption merely on the basis of number of day of work in the Respondent bank Branch is not acceptable. As regard plea of the Workman that the Workman should have been given employment even after 31.3.1997 as temporary Workman, it is the discretion of Respondent to engage the Workman depending upon availability of work and this Tribunal can not direct the Respondent to engage the Workman in the absent of such rule/scheme.

46. In view of principle laid down by Hon'ble Apex Court as discussed above, in the instant matter Workman utterly failed to establish the fact of rendering continuous service for a period of 240 days of service within a period of 12 calendar months commencing and coming backward from relevant date i.e., the date of retrenchment, if has he would be denied to be in continuous service for a period of one year. Therefore, the provision contained under Sec.25F of retrenchment is not applicable to Workman.

Counsel for Workman has relied upon number of decisions of Hon'ble High Court and Hon'ble Supreme Court and few of them are discussed herein:-

In the case of **F.C.I., vs. Kamdhenu Cattle Feed Industries 1993 (1) SCC 71**, therein Hon'ble Supreme Court have held:-

"7. In contractual sphere as in all other State actions, the State and all its instrumentalities have to conform to Article 14 of the Constitution of which non-arbitrariness is a significant facet. There is no unfettered discretion in public law: A public authority possesses powers only to use them for public good. This impose the duty to act fairly and to adopt a procedure which is 'fairplay in action'. Due observance of this obligation as a part of good administration raises a reasonable or legitimate expectation in every citizen to be treated fairly in his interaction with the State and its instrumentalities, with this element forming a necessary component of the decision making process in all State actions. To satisfy this requirement of non- arbitrariness in a State action,

it is, therefore, necessary to consider and give due weight to the reasonable or legitimate expectations of the persons likely to be affected by the decision or else that unfairness in the exercise of the power may amount to an abuse or excess of power apart from affecting the bona fides of the decision in a given case. The decision so made would be exposed to challenge on the ground of arbitrariness. Rule of law does not completely eliminate discretion in the exercise of power, as it is unrealistic, but provides for control of its exercise by judicial review.”

In the case of **State Bank of India, R.O., Vijayawada vs. Industrial Tribunal, Hyderabad WP No.193/1997**, therein Hon’ble High Court have held,

“Sri Krovvidi Narasimham, the learned counsel for the 2nd respondent contends, supporting the award that it was a permanent vacancy and even though the 2nd respondent was appointed on temporary basis, his services were not liable to be terminated and he was to be regularised into service on permanent basis. Shastri award warrants that no temporary appointment can be made to a permanent post. But the matter is now covered by two division bench judgements dated 28.11.1986 in W.A. No.791 of 1986 and 25.8.1987 in W.A. No.270 of 1982. The ratio decided in the two judgements is to the effect that there cannot be any mandate to appoint employees on permanent basis when the requirement was for appointment on temporary basis. But it is held in the said judgements that when a temporary appointee is ousted from service and not for misconduct and, if again temporary appointment is to be made, then, the case of such temporary appointee who was ousted, has got to be considered in accordance with Sec. 25-H of the Act.”

In the case of **State of Haryana and others vs. Piara Singh and others. 1992 (4) SCC 118**, therein Hon’ble Supreme Court have held:-

“ 49. If for any reason an adhoc or temporary employee is continued for a fairly long spell, the authorities must consider his case for regularization provided he is eligible and qualified according to the rules and his service record is satisfactory and his appointment does not run counter to the reservation policy of the state.”

In the above cited judgements by the Workman the facts of the case are different hence do not apply to instant case of Workman.

47. On the other hand, in support of his contention Respondent has examined witness MW1 and MW1 in chief examination states that, Settlements i.e., on 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 were entered into between the SBI and SBI Staff Federation for filling up of the vacancies that arise up to 1994 for those temporary employees who has worked on scale wages. Further, MW1 states that two different panels for messengers and non-messengers as per the eligibility criteria prescribed by the bank. There are four modules in Andhra Pradesh and they are Hyderabad, Tirupathi, Vijayawada and Visakhapatnam. MW1 states that the temporary employees so empanelled were given permanent absorption depending upon the vacancies so arise strictly in terms of the settlement. MW1 states that on 9.6.1995 conciliation proceeding was held before the RLC(C), Hyderabad and in said proceedings it was decided that the panels will be kept live up to 31.3.1997 and vacancies will be filled from both the lists concurrently. A copy of the said minutes of proceedings is Ex.M5. Further, MW1 states that on 30.7.1996 another settlement was entered between the SBI and All India SBI Staff Federation providing for filling up of the vacancies arising up to December 1994 in respect of subordinate cadre and daily wage /casual wage employees out of panel so prepared were to be considered against vacancies arising from January 1995 to December 1996, thereafter the said panels lapse. MW1 states that it was also agreed that all the non- messenger positions in subordinate cadre including part time attendants specially provided as leave reserve will be filled before 31.3.1997 and as regards to non-messengerial positions it is agreed that all such posts sanctioned and fallen vacant up to 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus in both the cases empanelled list were lapsed on 1.4.1997. Ex.M6 is the copy of the settlement dated 30.7.1996. Further, witness states that on 27.2.1997 a memorandum of understanding was reached between the SBI and SBI Staff Federation providing that both the panels above mentioned will lapse on 31.3.1997. Ex.M7 is the copy of the memorandum of understanding and Ex.M8 is the copy of the statements giving the particulars of 1989 non-messenger panel, Ex.M9 is the copy of the statement of 1989 non-messenger panel, Ex.M10 is the copy of statement of 1992 panel. Further, witness states that petitioner was included in the 1989 panel. As the existing vacancies at that time were exhausted and his turn did not come he could not be

given permanent employment in the bank as per the agreements. All the appointments were made strictly in accordance with the settlements reached from time to time between SBI and SBI staff federation and as per seniority, number of days of temporary service put in by them in the bank in the given period. Further, MW1 states petitioner was not sponsored by any employment exchange he did not undergo the regular process of selection required for appointment as a regular non-messenger the petitioner has not worked for 240 days in any year in his entire temporary service in the bank. The petitioner and other temporary employees were terminated from service by the bank. Further, MW1 states that the vacancies were filled up on regular basis with the temporary employees from the panels and these panels were expired in terms of the settlements so reached and there were no vacancies to absorb such employees. Thus, witness MW1 has proved the documents Ex.M1 to Ex.M12 and also contentions made in the counter. However, MW1 was cross examined by the Petitioner Counsel. But nothing has been elicited in his cross examination so as to discredit the testimony of the witness MW1 as regards the date of lapse of both the panels on 31.3.1997 and reasons assigned for non-absorption of the Petitioner from the panel list to the permanent post. Moreover the witness MW1 was re-examined by the Respondent and the witness MW1 states that panels were expired in terms of the settlement and absorptions to the extent of the available vacancies were made. There was no termination of any temporary messenger as such but their services were not utilized after the cut off date as the available vacancies were already filled up and most of these Petitioners were not in the service of the bank as on the date of the expiry date of the panels. Therefore, in view of the aforesaid testimony of the MW1 in re-examination in the absence of cross examination remained uncontraverted, the claim of the Workman that he was entitled for absorption in permanent post in the branch of Respondent Management on the basis of panel list is found not established.

This point is answered against the Workman.

48. Point No.IV:- In view of the discussion and finding given at Point Nos. I, II and III, the Workman is not entitled for any relief and claim statement of Workman sans merit and liable to be dismissed.

This Point is answered accordingly.

ORDER

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri K. Tulasi Das, Ex. Messenger by way of oral orders w.e.f. 31.3.1997 is justified. Hence, the Petitioner is not entitled for any relief as prayed for. The claim statement filed by Workman sans merit, hence, dismissed. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 16th day of April, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

Witnesses examined for the
Respondent

WW1: Sri K. Tulasi Das

MW1: Sri Aluru Rama Rao

Documents marked for the Petitioner

Ex.W1:	Photocopy of News paper advertisement
Ex.W2:	Photocopy of Service certificate
Ex.W3:	Photocopy of service certificate
Ex.W4:	Photocopy of interview call letter
Ex.W5:	Photocopy of service certificate
Ex.W6:	Photocopy of notification through Employment Exchange for filling up vacancies
Ex.W7:	Photocopy of audit report

Documents marked for the Respondent

- Ex.M1: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.17.11.87
- Ex.M2: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.16.7.88
- Ex.M3: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.27.10.1988
- Ex.M4: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.9.1.1991
- Ex.M5: Photocopy of conciliation proceedings before the Regional Labour Commissioner(C) dt.9.6.1995
- Ex.M6: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.30.7.1996
- Ex.M7: Photocopy of Memorandum of understanding dt. 27.1.1997
- Ex.M8: Photocopy of statements giving the particulars of 1989 messenger panel.
- Ex.M9: Photocopy of statement of 1989 Non-messenger panel
- Ex.M10: Photocopy of statement of 1992 panel
- Ex.M11: Photocopy of order of Hon'ble High Court in WA No.86/98 dt. 1.5.98
- Ex.M12: Photocopy of order in SLP No.11886-11888 of 1998 dated 10.8.98

Presiding Officer

नई दिल्ली, 30 अप्रैल, 2025

का.आ. 719.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (64/2001) प्रकाशित करती है।

[सं. एल -12012/500/2000- आई आर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 30th April, 2025

S.O. 719.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 64/2001) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India their workmen

[No. L-12012/500/2000- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

In The Central Government Industrial Tribunal Cum Labour Court At Hyderabad

Present: Sri IRFAN QAMAR

Presiding Officer

Dated the 15th day of April, 2025**INDUSTRIAL DISPUTE No. No. 64/2001**

Between:

Sri T. Ramesh,

Patha Ponnuru, Church Road,

Ponnuru (M),

Guntur Distt. – 522124.

... Petitioner

And

The Assistant General Manager,

State Bank of India,

Zonal Office, RG-II, Labbipet,

Vijayawada – 520 003.

.....

Respondent

Appearances:

For the Petitioner : Sri K.R. Prabhakar, Advocate

For the Respondent: Sri Ratang Phani Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/500/2000-IR(B.I) dated 20.6.2001 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

“Whether the action of the management of State Bank of India, Vijayawada Zone in dismissing services of Sri T. Ramesh, Ex-Messenger, is justified? If not, what relief the workman is entitled?”

After receipt of the reference, it was numbered as ID No. 64/2001 and notices were issued to both the Workman and the management.

2. Before unfolding the factual matrix of the instant industrial dispute it would be apposite to have a bird eye view of a chequered history of the instant industrial dispute. Earlier instant industrial dispute along with the batch cases was decided by this Tribunal vide common award dated 17.5.2005 and the reference was answered in favour of the Respondent and against the Workman. That said common award dated 17.5.2005 was challenged by the aggrieved Workmen in various Writ petition No.6470/2014 along with batch of writ petitions before the Hon’ble High Court of Andhra Pradesh and Hon’ble High Court vide its’ judgement dated 23.6.2014 allowed all batch of writ petitions and set aside the common award dated 17.5.2005 passed in ID No.222 of 2001 and other batch of ID cases by Central Government Industrial Tribunal cum Labour Court, Hyderabad and the Respondent management of State Bank of India was directed to reengage the Writ Petitioners in position, which they have been occupying prior to their termination and further directed to consider their cases for regularization as and when the substantive vacancy arises. This judgement dated 23.6.2014 of Hon’ble High Court of AP, passed in WP No.6470/2014 and batch petitions was challenged by Respondent management before the Hon’ble High Court in Writ Appeal No. 1268 of 2014. The aforesaid Writ Appeals No.1268/2014 and other Writ Appeals were decided by Division Bench of High Court of Andhra Pradesh by a common judgement dated 20.3.2019. Hon’ble High Court in aforesaid Writ Appeal was pleased to pass the order which is extracted as below:-

“ 7. Hearing the learned senior counsel for the SBI and the learned senior counsel for the contesting unofficial Respondents, we see that while the learned single Judge was justified in setting aside the award of the Tribunal, the proper course to be adopted was to remit all the cases to the Tribunal. This we say for reasons more than one. Firstly, in such matters, claims have to be decided on individual basis, as different persons have different claims as to the length of officiation or discharge of duties and functions; quality of engagement, drawings, accounting of the post for each one of them, who have worked etc. All these issues will not be the same in all the cases. Therefore, each case ought to have been directed to be decided by the Tribunal afresh on individual basis. The second and most important aspect is the learned single Judge has in one go ordered re-employment of all the workmen. This is not a relief that could have been granted without answering the individual issues; each issue relating to each case could not have been decided by the writ Court within the format of its adjudication procedures and scope. The adjudicating body, which has to do that activity, is the Industrial Tribunal. Therefore, we are of the view that while we would sustain the order of the learned single Judge insofar as it interfered and sets aside the award of the Tribunal, the further findings and directions, issued through the impugned order have to go and the individual cases have to be sent back for consideration of the Tribunal. Such further procedure before the Tribunal will have to be carried forward with the materials already on record and also by affording an opportunity to the persons, who have claims as well as the management to place their rival contentions and further material before the Tribunal. The learned counsel appearing for the workmen are justified in pointing out that enormous delay has already happened and further action by the Tribunal in this line may be expedited.

9. In the result, these writ appeals are ordered;

(1) affirming the impugned common order of the learned single Judge to the extent it sets aside the common award dated 17.05.2005 of the Industrial Tribunal;

(2) the further findings and directions issued through the impugned common order are vacated;

(3) *all the matters shall be remitted to the Industrial Tribunal with a direction to dispose of them within an outer limit of five (5) months from the date of receipt of a copy of this order; and,*

(4) *the parties to make appearance before the Tribunal on the given date.”*

Thus, in view of the above direction of Hon’ble High Court of Andhra Pradesh in W.A.No.1268 of 2014 and batch cases. This Tribunal has taken up the matter of industrial dispute for hearing and deciding it afresh in view of the aforesaid guidelines laid down by the Hon’ble High Court in Writ Appeal No.1268/2014 vide judgement dated 20.3.019.

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement are that, the Workman joined in the service of the management institution as Sweeper cum water Boy cum Messenger from 1987 to 1997, and has rendered unblemished service spreading over a period of about 11 years. The Respondent has terminated services of Workman by oral orders with effect from 1.4.1997. Further, it is submitted that the management of Respondent bank decided to give a chance to temporarily employed personnel “found suitable for permanent appointment” by wait- listing them by offering permanent appointment or waitlisting till such opportunity arises.

4. That on 17.11.1987 a settlement was reached between All India State Bank of India Staff Federation and the Management of State Bank of India - settlement one, under this settlement three categories of employees were listed. That is, A) those who have completed 240 days in 12 months or less after 1.7.1975. B) those who have completed 270 days in any continuous block of 36 calendar months after 1.7.1975. C) (i) those who have completed minimum of 30 days aggregate temporary service in any calendar year after 1.7.1975 or (ii) 70 days aggregate temporary service in continuous block of 36 months after 1.7.1975.

5. The persons who satisfied in all the above 4 categories were to be interviewed by a selection committee and the said selection committee would determine the suitability of the said candidate for permanent appointment. Therefore, the bank prescribed certain qualifications and from among the candidates satisfying the qualifications the suitable candidates were enlisted by a selection committee. The Clause 7 of the said agreement provided with the selected candidate would be wait listed in order of their respective categorization and the selected panel would be valid upto December, 1991. Clause 10 of the settlement specifically provided that henceforth, “there will be no temporary appointments in the subordinate cadre”, except on a restrictive basis in the specified category, “from amongst empanelled candidates as per existing guidelines of the bank”. The Workman further submits that consequent upon the said agreement and the draft, a notification was issued in the newspapers. The last date for responding to the advertisement was 30.8.1988. A written examination followed by viva-voce in May, 1989 was held. A selected panel was prepared, as per Clause 7 of the agreement, ie. Settlement No.1, the selected panel was to be valid upto December, 1991, the Workman submits that circular was issued on 26.4.91 by the said letter it is mentioned that the terms of the agreement dated 17.11.87 was modified vide second agreement dated 16.7.88 was entered into between the parties. In terms of the said agreement a chance was to be given, “to all eligible temporary employees for permanent appointments. The appointments were against the vacancies likely to arise during the years 1995-96, circular made it clear that in view of the enormity of the problem an extension of the currency of the panel, eligible temporary employees who have been empanelled could not appear in the earlier interviews and have been pursuing their cases thereafter, “will be given another chance to appear for interview”.

6. Workman submits that there were total five settlements. The settlement dated 17.11.87 is the 1st settlement (Ex M1), settlement dated 16.7.88 is 2nd settlement (Ex M2), settlement dated 27.10.88 is the 3rd settlement (Ex M3), then settlement dated 9.1.91 is 4th settlement and settlement dated 30.7.96 is 5th settlement (Ex M6). In between there is minutes of conciliation proceedings dated 9.6.95 marked as Ex M5. That due to all these settlements which were extended by subsequent settlements thereby created reasonable expectations in the list of the selected candidates arose with that it’s a question of time their appointments or services would be regularized in the services of the bank. The Workman was working with the bank on temporary basis was under the bonafide hope that sooner his services will be regularized with the bank. He is thereby closed all his options elsewhere. It is needless to point out that employing person to whom hope of employment in substantial terms was made is a facet of Article 21 of the Constitution of India.

7. Further Workman submits that the Government of India issued Circular No. F-3/3/104/87-IR, dated 16.8.1990. Under said circular the chief Executives of all public sector banks including the Management herein were specifically instructed that until the problem of existing temporary employees is fully resolved, no bank is permitted to make any permanent appointments. That some of the persons similarly situated like this Workman aggrieved by the inaction on the part of the management of the bank is not regularizing their services from out of the selected panel and not clearly focusing the vacancy position, filed W.P. No. 4194/97 before Hon’ble High court of A.P. It is specifically averred in the said writ petition that the Management of the bank had failed to implement the settlement and that it violates the various fundamental rights guaranteed under the constitution of India. The Hon’ble High court of A.P. by order dated 5.3.97 directed the bank to implement the settlement as amended from time to time. It also directed the bank to carry out the terms of settlement before the expiry of March, 1997. The Hon’ble High Court also recorded finding that the Bank cannot escape its liability of enforcement of the Settlement. In view of the directions

given by the High Court all candidates whose names appeared in the select panels prepared on the basis of the agreement entered into on 17.11.87 under which the panel was valid upto December, 1991, and on the basis of a settlement dated 27.10.1988 whereby the panels were made alive upto 31.3.1997 under which the panel was valid upto December, 1999. The other agreement dated 16.7.1988 under which the panel was valid upto 1992 and on the basis of the settlement dated 27.10.1998 whereby the panels were made alive upto 31.3.1997 were under the bonafide impression that their cases will be considered for regularization and were living on the basis of the said reasonable expectation. Unfortunately, contrary to the aforesaid directions given by the High Court and contrary to the settlements entered into between the parties, the bank issued proceedings dated 25.3.1997, dated 27.3.1997 and 31.3.1997 instructing the various authorities of the Management not to continue the temporary employees those who are in services of the bank from 1.4.97. The said order was followed by the Management. Aggrieved by the said action the Workman herein and similarly situated candidates have filed a writ petition before the Hon'ble High Court and by way of Writ Petition No.9206/97 seeking a declaration that the proceedings issued by the Deputy General Manager and the Assistant General Manager (Respondents 3,4 and 5 therein) on 25.3.97, 27.3.97 and 31.3.97 as illegal and also non-continuance of the Workmen therein in service by absorbing them in the services of the bank as violative of Section 2(p) and 18(1) read with Rule 58 of Central Rules and sought for specific direction to the bank to absorb them in service.

8. Further, Workman submits that in the counter affidavit filed in Writ Petition No.9206/97, the bank has submitted that it has about 805 branches in Andhra Pradesh alone. It has stated that due to exigencies of circumstances and on account of the urgent need in its banks, it employed temporary employees in subordinate cadre. It is pertinent to mention that it does not state the urgent or need or the nature of temporary employees that it had engaged. Enquiry into the same would reveal that the stand taken by the bank either on the ground of urgent need or of temporary employees is a façade to perpetuate unfair labour practice. It is designed to on the one hand, keep the employed in the erroneous zone of hope and on the other to ensure that benefits that a model employer will extend under various statutes to its employees is not required to be borne out by the bank. A reading of the counter affidavit would show that the bank would opines that being just fair and reasonable are which obviously is reprehensible and is a facet of unfair labour practice.

9. The Workman submits that the bank had referred in its counter affidavit to three settlements dated 17.11.87, 16.7.88 and 27.10.88. The bank in the guise of extending the benefits of the circular of Government dated 16.8.90 stated in its counter affidavit that as follows:

"Government of India, vide its letter dated 16.8.1990, issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of the approach paper on the issue provided by a committee constituted in this regard. The Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper.

The approach paper specified that the cases of temporary employees who had put in not less than 240 days of temporary service in 12 consecutive Months and who are entitled to benefit of Section 25-F may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired, they could enter into a conciliation settlement with the representative union. Para 6(h), it is mentioned that only those temporary employees who had put in temporary service of 90 or more days after 1.1 1982 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 or more days, the bank by way of further concession entered into settlements Even in respect of those who had put in less than 90 days. As such, it could be Seen that the settlements are more beneficial to the temporary employees concerned. The approach paper also specify at para 6(c) that the banks would provide one time opportunity to all the temporary employees and for that purpose temporary employees worked in the bank on or after 1.1.1982 could be considered for re-employment in terms of the scheme. The Respondents have gone further wherein even persons working after 1975 were also considered.

As could be seen from the above, there was a genuine effort on the part of the Respondent bank to provide permanent employment for as many as possible subject to availability of the vacancies.

It is further submitted that at para 6(k) of the approach paper, it was made clear that this would be one time exercise in full and final settlement of all the aims and disputes for the past period in respect of temporary workmen covered by the settlement. This would mean that the Government of India guidelines would cover only those persons who were temporarily employed for the period specified therein and not otherwise. As such, it is submitted that the Respondents have not only followed the Government of India guidelines but in fact covered cases of the employees who had worked for less than 90 days. As such, question of violation does not arise and in any case those were only broad guidelines and not directives".

10. The Workman submits that the bank also referred a subsequent settlement dated 9.1.1991 wherein there is a clause to the effect- that the panel of temporary employees and the panel of daily wage employees will be operated to a particular period. Therefore their cases will not be considered. The Management herein relying upon this settlement

in their impugned action. It is submitted that even the settlement dated 9.1.1991 will not empower the management to terminate the services of the temporary employees who are working in the bank services like the Workman herein as it does not specify the termination of the employees. In fact there are so many vacancies wherein the Management has engaged several new persons as temporary messengers/ attendars/ sweepers etc., even after the judgment of Hon'ble High Court without considering the cases of the similarly situated candidates like the Workman herein. It is submitted inspite of engaging fresh candidates as is now being done by the Management they would have continued the similarly situated candidates like the Workman herein in the services of the bank and consider their cases for absorption in view of the circulars issued by Central Government as well as the directions of this Hon'ble Court in Writ Petition No.4194/97, dated 5.3.97. In view of the circulars issued by the Central Government, the Management should not have relied upon the settlement dated 9.1.1991. Hence, the impugned action of the Management is illegal, unjust, violative of fundamental rights such as Articles 14,16 and 21 of the Constitution of India.

11. The Workman submits that in W.P. No.4194/97 filed by the union of temporary employees where in they have complained about the non- implementation of the settlements arrived between the parties and sought for absorption. Such employees in the bank services on permanent basis before the date fixed for carrying out the terms of settlement, the Court held that the members of the union had been empanelled in the list, they were not regularized and the time was going to run out to the near future and the Respondent bank and its officers cannot escape from the liability of enforcing the settlement which has been reached and therefore directed that the bank and the officers shall implement the settlement dated 17.11.87 as amended from time to time before the expiry of 31.3.97.

12. Further, it is submitted that in the clause of Settlement it is specifically mentioned that the workmen to be absorbed/appointed in the bank prohibiting any temporary appointments subsequent to the date of settlement even the authorities want to make temporary appointments that should be made only from among the empanelled can be appointed either for temporary vacancy or permanent vacancy except from among the empanelled candidates like the Workman and that should be continued till they are absorbed. The management committed unfair labour practices and terminated the services of the candidates with effect from 1.4.1997 which is arbitrary, discriminatory, contrary to their own guidelines and violative of the constitutional provisions which are guaranteed in Chapter -III of the Constitution of India.

13. The Workman submits that it is strange as to how the panels were allowed to lapse by a so-called Memorandum of Understanding dated 25.2.1997, that the action of terminating such employees like the Workman by virtue of an impugned oral proceedings without implementing the settlement would be illegal and unfair labour practice which cannot be allowed to be perpetuated. That the discontinuance of the Workman after 31.3.97 who had served in the bank in any capacity amounts to retrenchment. It could not have been done without any notice and it violates Sec.25FF of the Industrial Disputes Act, 1947 and the said action is violative of principles of natural justice guaranteed under Chapter III of the Constitution of India. This amounts to retrenchment without one month's notice and taken in view of such notice. Thus, the main proceedings issued by the Respondent is without jurisdiction and is arbitrary, illegal and therefore liable to be quashed. That the alleged Memorandum of Understanding dated 27.2.97, Ex.M5 does not own any legal entity, as the said Memorandum of Understanding is not published anywhere to brought to the notice of the Workman whose rights are being affected. It is submitted that Management did not adhere to the procedure envisaged by the Central Government in its' instructions dated 16.8.90 in the year 1995. The same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through Employment exchange instead of giving chance to the empanelled candidates like the Workman here. It is pertinent to mention here that the Respondent Management sent letters to the all similarly situated candidates like the Workman in the month of June, 1997, subsequent to the passing of impugned termination orders. After knowing the facts that the candidates are litigating, the Management refused to engage these candidates. It is once again reiterated that the panels are meant for absorption but not for termination. It was the duty of the Management to engage the empanelled candidates like the Workman even in temporary vacancies till they are absorbed permanently in regular vacancies. Hence, the action of the Respondent Management terminating the services of the Workman by oral order dated 31.3.97 is unjust, illegal, violative of principles of natural justice and hence, the Management be directed to reinstate and absorb the Workman and to grant all incidental and consequential benefits.

14. Per contra, Respondent had filed counter and made a contentions that the reference is not tenable and contrary to the provisions of I.D. Act, 1947. Respondent submitted that to tide over severe sub-ordinate staff constraints which arose out of leave vacancies, exigencies, etc., and also owing to the restrictions imposed by the Government of India/Reserve Bank of India on intake of staff, the Respondent bank used to engage sub-ordinate staff like messengers, sweepers, sweeper cum water boys, etc., depending on the availability of work on purely temporary basis for the smooth and uninterrupted functioning of the branches. It is submitted that the All India State Bank of India Staff Federation which represents majority of the employees in the State Bank of India comprising about 98% of the work force as its' members espoused the cause of temporary employees who have put in less than 240 days of temporary service in 12 calendar months in the bank and who were ineligible for any protection under Industrial Disputes Act, 1947 to give a chance for being considered for absorption and permanent appointments.

15. Discussions were held and on 17.11.1987 an agreement was signed between the federation and the Management bank under Sec. 2(p) read with Sec 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17.11.87 which may be herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorized would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16.7.88 second settlement was arrived between the Federation and the Bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17.11.1987. This is the second settlement. A 3rd settlement was entered into on 27.10.88 and it was agreed that the bank's service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16.8.90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec.25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para. 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1.1.82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concession entered into settlements. Even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6 (k) of the approach paper made it clear that it is a one time, exercise in full and final, settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9.1.91 herein after referred as 4th settlement and the time limit was extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

16. It is submitted that the administrative set up of the Hyderabad Local Head Office comprises of four Zonal Offices (Zones) at Hyderabad, Vijayawada, Visakhapatnam and Tirupathi covering all the Districts of Andhra Pradesh. In terms of the settlement the Management after following the procedure laid down therein prepared the panels of qualified candidates of temporary employees denoted as 1989 panel and also panel of casual/daily wagers denoted as 1992 panel for giving a chance for being considered for permanent absorption. These panels were prepared zone-wise separately for messengers and non-messengers in the descending order of temporary service put in by the candidates during the stipulated period i.e., 1.7.1975 to 31.7.1988. That the Federation approached the Regional Labour Commissioner(C) for implementation of bi-partite settlement in respect of absorption of temporary employees. The Regional Labour Commissioner(C) conducted conciliation proceedings and an agreement was arrived between the Federation and the bank. It was agreed that it would be kept alive upto March, 1997. A copy of the conciliation proceedings dated 9.2.1995 signed by the parties is filed as material paper. A settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Sec.2 (p) read with Sec.18(1) of the Industrial Disputes (Central) Rules, 1957, which is hereinafter called as 5th settlement. That on 27.2.1997 a Memorandum of understanding was also signed by the federation's affiliate and the bank Management recording the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by Central Office and thereby 403 messengerial vacancies were sanctioned. It was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached accordingly. It was agreed between the Federation's affiliate and the Management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers/casual employees would lapse on 31.3.1997. That as agreed upon vacancies were filled from the panels. The Workman who has put in an aggregate temporary service of less than 240 days in a continuous block of 12 months period during 1.7.1975 to 31.7.1988 has no right to seek a direction to consider his candidature for absorption in the Management bank under any rule/law except under the settlement entered into thereon.

17. Respondent contended that, in fact, the case of the Workman can be considered under all the five settlements having got his case considered under provisions of these settlements. All the other provisions and terms of the settlements are also binding on him/her. The Management bank has not violated any of the provisions of the terms of the said settlement. That the very preparation and maintenance of panel is in compliance of the terms agreed under these settlements. These settlements were time bound and they ceased to exist on 31.3.1997. That the bank has never promised that all the candidates in the panel will be absorbed. In the advertisement itself it was made clear that

candidates will be considered for absorption in the vacancies that may arise upto 1992. Keeping alive the panels after 31.3.1997 is contrary to the settlements arrived between the State Bank of India Staff Federation and the Management bank. That the settlements are binding on the parties. The Workman is also bound under the terms of the said settlement. The settlement does not suffer from any ambiguity as their language is very clear. The right under the settlements is to give them a chance to be considered for future appointment in the bank's services against the vacancies likely to arise. The settlements were effected to balance the expectations of the temporary employees to be absorbed in permanent service as against the constitutional rights for all eligible persons to be considered for employment every time a vacancy arises. That the alleged dispute including the demand for reinstatement has to be decided in this context. It is submitted that the period of panel list got expired on 31.3.97 and it is an integral term of the settlement and cannot be modified in any proceedings under the law. These temporary employees who unfortunately could not be accommodated for want of vacancies have no further rights to be considered for regularization. That the Hon'ble High Court in WP No.12964/94, held as follows, "It is needless to state that the settlement arrived at between the All India State Bank of India Staff Federation which, is the majority union and the bank Management is binding on the Workmen also. It is not at all the case of the Workman that any of the terms of the settlement has been violated by the bank's Management. If the Workman had worked in the bank on part-time basis before 31.5.94, that itself would not vest in him a right to claim that his services should be regularized on permanent basis against a full time cadre post. The claim put forth by the Workman in the present petition is therefore misconceived and not tenable. However, it is open to the Workman to claim any right which flows from the settlement between the union and the bank Management. As already pointed out that it is not the grievance of the Workman that some right which has flown from the settlement in favour of the Workman has been denied by the bank Management. Therefore, I do not find any ground, let alone substantial ground, to grant the kind of relief sought for by the Workman. Writ Petition fails and is accordingly dismissed. No costs."

18. Further, it is contended that if the panels were not lapsed at the end of designated period and allowed to be continued it would result in making the contracts of temporary employment indirectly permanent through back door entry, which would not only be contrary to the settlements but also to Articles 14 and 16 of Constitution of India and deprive the chances of original claimants who would Come through proper recruitment procedure. As their rights have been crystallized by operation of the settlements. Hence, there is no question of any Legitimate expectation being violated.

19. Similarly placed ex-employees filed WP No.9206/1995 and the batch before the Hon'ble High Court of A.P. and the learned Single Judge allowed the Writ Petitions. Aggrieved by the same WA No.86/98 and the batch was filed and the Division Bench set aside the order of the Single Judge. Thereafter the ex-temporary employees filed Special Leave Petition No.11886-11888 of 1998 before the Hon'ble Supreme Court of India. The Hon'ble Supreme Court of India also dismissed the SLP. Therefore reference to the Judgement of the Learned Single Judge in WP No.9206/97 is of no consequences as the same has already been set aside. The observations made in the Judgements cannot be relied upon for any purpose what so ever. The question of operation of Sec.25F would not come into play. Further the issue is covered by various Judgements of Hon'ble Supreme Court of India and various Hon'ble High Courts. Hence, the reference may be ordered that the Workman is not entitled for any relief.

20. In order to fortify his claim Workman has examined himself as WW1 and also filed documents in evidence which has been exhibited as Ex.W1 to W3. Further, the Workman has filed photocopies of documents in support of his claim which are discussed as under:-

Ex.W1 is the appointment order dated 22.12.87. Further, Ex.W2 is the service certificate issued by the Respondent according to this document the Workman has worked with the Respondent branch as Temporary Substitute Water boy for total 62 days this certificate was issued on 22.12.1989. Ex.W3 is another certificate issued by the Branch Manager dated 24.9.1999 according to this certificate Workman Sri T. Ramesh has worked for a total of 614 days.

21. On the other hand, Respondent has examined witness MW1 Sri Rupakula Prakash Babu and this witness has exhibited 12 documents, marked as Ex.M1 to M12. The details of these documents are as follows:-

Ex.M.1 is the Settlement dated 17.11.1987. Ex.M2 is the Settlement dated 16.7.1988. Ex.M3 is the Settlement dated 27.10.1988. Ex.M4 is the Settlement dated 9.1.1991. Ex.M5 is the Minutes of the conciliation proceedings dated 9.6.1995. Ex.M6 is the Settlement dated 30.7.1996. Ex.M7 is the Memorandum of Understanding dt. 27.2.1997. Ex.M8 is the Particulars of 1989 Messengerial Panel. Ex.M9 is the Particulars of 1989 Non-Messengerial Panel. Ex.M10 is the Particulars of 1992 General Attendant Panel. Ex.M11 is the Judgment of Hon'ble High Court of A.P. in Writ Appeal No.86/98 dt.1.5.1998. Ex.M12 is the Judgment of Hon'ble Supreme Court of India in SLP No. 11886-11888 of 1998 dt.10.8.1998.

22. Apart from afore mentioned documents, Learned Counsel for Workman has also filed a long list of various judgements of Hon'ble Supreme Court as well as Hon'ble High Court, which we will discuss at appropriate place in this Award.

23. Heard the argument of Learned Counsel for Workman as well as for Respondent.

24. On the basis of rival pleadings of both the parties and submissions made by the Learned Counsel for both the parties, following points arise for determination in the industrial dispute :-

- I. Whether the 1st settlement dated 17.11.1987, 2nd settlement dated 16.7.1988, 3rd settlement dated 27.10.1988, 4th settlement dated 9.1.1991 and 5th settlement dated 30.7.1996 entered into between State Bank of India and All India State Bank of India Staff Federation and also Memorandum of Understanding are binding upon both the parties?
- II. Whether the action of State Bank of India, Mamillapally branch in terminating the services of Workman Sri T. Ramesh, a Messenger with effect from 31.3.1997 is justified?
- III. Whether the Workman is entitled for absorption on permanent post in the Branch of Respondent management as per averments made by him in the claim statement?
- IV. To what relief if any the Workman is entitled for?

Findings:-

25. Point No.I:- Undisputedly settlements dated 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 and 30.7.1996, minutes of conciliation proceedings and memorandum of understanding dated 27.2.1997 were executed between the State Bank of India and All India State Bank of India Staff Federation under section 2(p) and 18 (1) of I.D. Act, 1947 read with Rule 58 of Industrial Disputes (Central Rules), 1957.

Section 2(p) of the Industrial Disputes Act, 1947 as follows:-

(p) "settlement" means a settlement arrived at in the course of conciliation proceeding and includes a written agreement between the employer and workmen arrived at otherwise than in the course of conciliation proceeding where such agreement has been signed by the parties thereto in such manner as may be prescribed and a copy thereof has been sent to an officer authorised in this behalf by the appropriate Government and the conciliation officer;

Section 18(1) provides as follows:-

18. Persons on whom settlements and awards are binding.

- [(1) A settlement arrived at by agreement between the employer and Workman otherwise than in the course of conciliation proceeding shall be binding on the parties to the agreement.

Therefore, in view of the provision contained u/s.18 (1) I.D. Act, 1947, terms and conditions enumerated in the aforesaid settlements are binding on the parties to the agreement. The Learned Counsel for Workman has argued that the Workman after going through the selection procedure has successfully been listed in the panel for appointment on the permanent basis in the Respondent management and the empanelled list has to be valid till last person in the empanelled list is appointed on permanent basis. But the impugned order dated 25.3.97, 27.3.97 and 31.3.97, has been issued by Respondent management whereby the services of the Workman has been terminated and the said order is not in consonance of the terms of the agreement entered into between the parties. Further, Workman submits that the Respondent in the 5th settlement has mentioned the date i.e., 31.3.1997 for lapse of empanel list which is illegal and that is not binding upon the Workman. The condition of lapse of empanelment list on 31.3.97 incorporated in the aforesaid 5th settlement, is arbitrary and illegal.

26. The perusal of the impugned order dated 25.3.1997 goes to reveal that the Chief/Branch Manager, SBI Zonal Office has issued the letter to all the branches with regard to the subject not to make any temporary appointments in the Branch in messengerial category from 1.4.1997. The extract of the said letter is given below:-

“We have been advised by the Deputy General Manager, Zonal Office, Hyderabad that as both the panels of temporary employees of 1989 and daily wagers/casual labours of 1992 will lapse by 31.3.1997, it has been decided by Central Office not to make any temporary appointments in messengerial category from 1.4.1997.”

Thus, from the contents of the aforesaid letter, it manifest that Head Office of State Bank of India vide letter dated 25.3.1997 has issued direction to all its branches not to make any temporary appointments in messengerial category from 1.4.1997 due to reason of lapse of both panels i.e., 1989 & 1992 on 31.3.1997 as per terms of settlements entered into by both parties. Further the contents of the subsequent letter dated 27.3.1997 issued by Respondent Management is also direction to Branch Manager, State Bank of India not to make any temporary messengerial category appointment with effect from 1.4.1997 and it has also been communicated to all concerned that the panels of temporary employees and daily wagers maintained by Zonal offices stand lapsed from 31.1.1997. Further, office order dated 31.3.1997 has been issued by Respondent management that goes to reveal that the said office order has been issued to this effect that, “Consequent on absorption of temporary employees in permanent cadre, it has been decided by the competent authority that no one onwards, no further daily labour or temporary employees/appointments should be resorted to/engaged/employed.” Therefore, it reflects from the contents of the aforesaid orders that the temporary appointment in messengerial category and daily labour has been stopped by the Respondent management with effect from 1.4.1997 because of the lapsed of panel of temporary workers and daily

wagers by 31.3.1997. The agreement for lapse of both the panels on 31.3.1997 is contained in the 5th settlement which has been arrived at between the parties on dated 30.7.1996 with the consensus of both the parties. Therefore, Workman can not challenge the terms and conditions contained in settlement dated 30.7.1996 regarding lapse of panel on 31.3.1997 as agreed between State Bank of India and State Bank of India Staff Federation. As per provision contained u/s.18(1) of I.D. Act, 1947 the said Agreement dated 30.7.1996 is binding on both the parties.

In the case of Allied Sales Corporation Secunderabad vs. The Authority Under Andhra Pradesh..... 1990 II LLJ 510 AP para 414, Hon'ble Court have held:-

"4. There was a settlement between the Management and the workmen under Section 18(1) of the Industrial Disputes Act on 25th April 1983 under which the age of superannuation of the workmen was fixed at 55 years. The settlement was to be in force upto 30th June 1986 and the next settlement, incorporating practically the same terms, was again entered into on 4th February 1987 under Section 18(1) of the Industrial Disputes Act. There is no dispute that these settlements are under Section 18(1).

14. Now the Authority constituted under Section 41(1) of the Act is an authority with very limited jurisdiction. It can only decide in the first appeal whether a termination by the management is valid or not and is within the parameters of Section 40 of the Act. The said Authority, in our view, has absolutely no jurisdiction to decide whether a settlement entered into under Section 18(1) of the Industrial Disputes Act between the representatives of the Workmen and of the Management, is vitiated by undue influence or misrepresentation or coercion on the part of the Management. The Authority, namely, the Assistant Commissioner of Labour, was never intended by the A.P. Legislature to have jurisdiction to go into the question of the validity of a settlement arrived at under Section 18 of the Industrial Disputes Act by an Industrial Court. That Parliament has, in fact, constituted Industrial Courts under the Industrial Disputes Act, with extensive powers cannot be disputed. What we mean to say is that the Authority under Section 41(1) of the A.P. Act has no jurisdiction what-so-ever either to question or to decide about the validity of any such settlements. If parties to a settlement have a grievance about the validity of a settlement, it is for them to agitate the matter before the appropriate forum and they cannot ask an Authority constituted under Section 41(1) of the A.P. Shops and Establishments Act, 1966 with limited jurisdiction, to go into any such question and, that too, incidentally while deciding whether retirement as per the contract of employment, is legal or not."

It is not the case of Workman that aforesaid settlements are vitiated by undue influence or misrepresentation or coercion on the part of the management. If the Workman feeling aggrieved by any terms of settlement/ agreement on the aforementioned grounds then he can challenge of settlement before a competent authority under the Act, 1947. But here in the instant matter it is not a case of Workman that aforementioned settlement has been entered into between the parties on the ground of undue influence or misrepresentation or coercion. Therefore, Workman is barred to raise any objection in respect of fixing the date of lapse of both panels on 31.3.1997 as agreed between both the parties and Workman can not challenge any terms of said Agreement.

Further in the case of Herbertsons Limited Vs. Workmen of Herbertsons Limited and Ors, 1977 AIR 322, Hon'ble Supreme Court have held:-

The Tribunal thought that the question of the quantum of membership of the 2nd Respondent did not call for a finding at all in view of this Court's order. As observed above that was not a correct assumption. On the other hand, we feel that this view of the Tribunal has led it to approach the matter in an entirely erroneous manner. The Tribunal is, rightly enough, conscious that under section 18 (1) of the Industrial Disputes Act the settlement was binding on the company and the members of the 3rd Respondent union. Even so, the Tribunal devoted nearly half of its order in scanning the evidence given by the company and Respondent No. 3 to find out whether the terms of the settlement had been explained by the President of the union to the workmen or not and whether the workers voluntarily accepted the settlement knowing all the "consequences". This to our mind is again an entirely wrong approach.

"When a recognised union negotiates with an employer the workers as individuals do not come into the picture. It is not necessary that each individual worker should know the implications of the settlement since a recognised union, which is expected to protect the legitimate interests of labour, enters into a settlement in the best interests of labour. This would be the normal rule. We cannot altogether rule out exceptional cases where there may be allegations of mala fides, fraud or even corruption or other induce- ments. Nothing of that kind has been suggested against the President of the 3rd Respondent in this case. That being the position, prima facie, this is a settlement in the course of collective bargaining and, therefore, is entitled to due weight and consideration.

It is not possible to scan the settlement in bits and pieces and hold some parts good and acceptable and others bad. Unless it can be demonstrated that the objectionable portion is such that it completely outweighs all the other advantages gained the Court will be slow to hold a settle- ment as unfair and unjust. The settlement has to be accepted or rejected as a whole and we are unable to reject it as a whole as unfair or unjust. Even before this Court the 3rd Respondent representing admittedly the large majority of the workmen has stood by this settlement and that is a strong factor which it is difficult to ignore. As stated elsewhere in the judgment, we cannot also be oblivious of the fact that all workmen of the company have accepted the settlement. Besides, the period of settlement has since expired and we are informed that the employer and the 3rd Respondent are negotiating another settlement with further

improvements. These factors, apart from what has been stated above, and the need for industrial peace and harmony when a union backed by a large majority of workmen has accepted a settlement in the course of collective bargaining have impelled us not to interfere with this settlement. That being the position, we uphold the settlement as fair and just and order that the award of the Tribunal shall be substituted by the settlement dated October 18, 1973. The said settlement shall be the substituted award. The appeal is disposed of accordingly. There will be no order as to costs."

Therefore, in view of the law laid down by the Hon'ble Apex Court as discussed above, the contention of the Workman that the date fixed for lapse of empanelled list on 31.3.1997 for appointment to the permanent post vide 5th Settlement dated 30.7.1996 is arbitrary, illegal is not untenable. The recognized union of Workmen has negotiated with the Respondent Bank Management representing large number of Workmen and the Workman as individual do not come into picture. Workman in the instant case has work as temporary Workmen in the Respondent Branch and in response of Notification he had applied for inclusion of his name in the panel and he was selected for inclusion his name in the panel list to be utilized for absorption of such Workman to permanent post in order of their seniority in the list. The Settlement dated 30.7.1996 between State Bank of India and All India State Bank of India Staff Federation under Sec.2(p) and Sec.18(1) of I.D. Act, 1947 has clearly provided as regard non-messengerial position and it is agreed that all such posts sanctioned fallen vacant upto 31.3.1997 shall be filled before empanel list is allowed to lapse. Thus, in view of law laid down by the Hon'ble Apex Court, in the instant case, Agreement dated 30.7.1996 was entered into between both the parties in respect of lapsing of the both the panels on 31.3.1997 and absorption of the Workmen from panel list was subject to availability of vacancy of post likely to arise upto 31.3.1997, have a binding force on Workman as well as management of State Bank of India in view of provision contained under section 18 (1) of I.D. Act, 1947.

Thus, Point No.I is answered against the Workman and in favour of the Respondent.

27. Point No.II:- Firstly, it is submitted on behalf of the Workman that the Respondent has terminated his services by oral order on 31.3.1997 without issuing any notice or paying any salary or compensation in lieu thereof. Therefore, the termination order of the Workman from service is in violation of provision contained Under Section 25 F of I.D. Act, 1947. Therefore, the order is liable to be set aside.

28. On the other hand, Respondent counsel contended that Workman has not worked for 240 days in any preceding calendar year. Therefore, reference of the industrial dispute is not relevant. In this context, the Workman has examined himself as WW1 who has reiterated that Workman has been terminated from service by Respondent on 31.3.1997 without notice of salary or compensation in lieu thereof. Before examining the claim of the Workman on merit it would be apposite to reproduce the provision contained under section 25 F:-

Section 25F provides:-

Conditions precedent to retrenchment of workmen.- No Workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the Workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the Workman has been paid in lieu of such notice, wages for the period of the notice:

(b) the Workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

Definition of continuous service.- For the purposes of this Chapter,--

(1) a Workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the Workman;

(2) where a Workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--

(a) for a period of one year, if the Workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--

(i) one hundred and ninety days in the case of a Workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

In order to prove the fact of 240 days of service within 12 months of a calendar year just preceding from the date of termination, the initial burden of proof lies upon the Workman and the Workman has to prove this factum by adducing his oral as well as documentary evidence in support of his claim.

Further, how to calculate 240 days of service by the Workman in a calendar year. In this context the reference of decisions of Hon'ble Supreme Court is relevant and the same are discussed below:-

In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan and Anr. (2004) Apex Court held:

"It was the case of the Workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had worked for 240 days in the year preceding the date of his termination. He has filed an affidavit. It is statement which is in his favor and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year. These aspects were highlighted in Range Forest Officer v. S.T. Hadimani (2002 (3) SCC 25. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court held that the Workman had worked for 240 days as claimed."

In Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195), held "the burden was on the Workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment." In *M.P. Electricity Board v. Hariram (2004 (8) SCC 246)* the position was again reiterated in paragraph 11 as follows: "The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously .."

In the case of Manager, RBI, Bangalore vs. S Mani (2005) SCC Page 100, the 3 Judges Bench of the Apex Court held that "the initial burden of proof was on the Workman to show that he had completed 240 days of service."

Hon'ble Apex Court in the case of Mohan Lal vs Management BEL 1981 SCC page 225 has laid down the principle that how to count 240 days of service within one year it is held: "Clause (2)(a) provides for a fiction to treat a Workman in continuous service for a period of one year despite the fact that he has not rendered uninterrupted service for a period of one year but he has rendered period of 240 days during the period of 12 calendar service for months counting backwards and just preceding the relevant date being the date of retrenchment. In other words, in order to invoke the fiction enacted in clause (2)(a) it is necessary to determine first the relevant date, i.e. the date of termination of service which is complained of as retrenchment. After that date is ascertained, move backward to a period of 12 months just preceding the date of retrenchment and then ascertain whether within the period of 12 months, the Workman has rendered service for a period of 240 days. If these three facts are affirmatively answered in favor of the Workman pursuant to the deeming fiction enacted in clause (2)(a) it will have to be assumed that the Workman is in continuous service for a period of one year and he will satisfy the eligibility qualification enacted in Section 25-F"

"14. We have already extracted section 25B since its amendment and the change in language is the legislative exposition of which note must be taken. In fact, we need not further dilate upon this aspect because in Surendra Kumar Verma and Ors. v. Central Government Industrial-cum-Labour Court, New Delhi and Anr., Chinnappa Reddy. J., after noticing the amendment and referring to the decision in Sur Enamel and Stamping Works (P) Ltd case, held as under:

"These changes brought about by Act 36 of 1964 appear to be clearly designed to provide that a Workman who has actually worked under the employer for not less than 240 days during a period of twelve months shall be deemed to have been in continuous service for a period of one year whether or not he has in fact been in such continuous service for a period of one year. It is enough that he has worked for 240 days in a period of 12 months, it is not necessary that he should have been in the service of the employer for one whole year."

In a concurring judgment Pathak J. agreed with this interpretation of section 25B(2). Therefore, both on principle and on precedent it must be held that section 25B(2) comprehends a situation where a Workman is not in employment for a period of 12 calendar months, but has rendered service for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of section 25B and Chapter VA."

Thus, in view of the law laid down by the Hon'ble Apex Court as discussed above the initial burden of proof lies upon the Workman to show that he has completed 240 days of the service with the Respondent just preceding from the date of his termination. Further, in respect of the employment of calculating the 240 days service in view of the contents of Section 25-F read with Section 25-B of the I.D. Act, 1947.

29. Now, in view of the provision contained under Section 25 F and law laid down by the Hon'ble Apex Court, we have to examine whether the Workman has discharged his initial burden of proof in respect of his claim of 240 days continuous service in a calendar year just preceding from the date of his termination i.e., 31.3.1997.

In this context, WW1 in his cross examination has stated that,

"I was not sponsored by any employment exchange. I did not go through the regular process of selection before my engagement as a temporary non messenger in the branch. It is true I did not work continuously in the branch. I used to work depending upon the availability of work in the branch."

"It is true that I did not work for 240 days in any year in my entire service in a single branch."

Thus, it is clear from the testimony of WW1 that the Workman had not worked for 240 days continuously in any 12 months of a calendar year just preceding from the date of his termination in the Respondent bank. Therefore, Workman failed to establish his plea by his oral and documentary evidence that he had worked for 240 days continuously in calendar year just preceding from the date of his termination i.e., 31.3.1997. Thus, the claim of the Workman that he has been terminated by oral order without issuing notice or payment in lieu after termination, in contravention of Section 25 F of Industrial Disputes Act, 1947 is not tenable. However the documents filed by the Workman in support of his claim, number of days worked with the Respondent goes to reveal that the Workman had worked intermittently as daily wager depending upon availability of work in branch. Workman did not file any document of appointment letter or salary slips in support of his claim for appointment as a non-messenger in the Respondent branch on temporary basis.

30. Per contra, the Learned Counsel for Respondent has submitted the allegation of Workman that he was terminated from services is not correct. As the vacancies were filled up on regular basis in order of their respective seniority the non-engagement of the Workman does not amount to termination. Further, Respondent contended that no law provide that even though there is no work temporary employee should be continued in the bank work as the very engagement of Workman was subject to availability of work. Therefore, the allegation that the bank has indulged in unfair labour practice is incorrect.

31. Thus, in view of the fore gone discussion and contentions made by the Respondent, I find the force in the argument advanced by the Respondent that in the instant matter, Workman was not terminated from service by order dated 31.3.1997 rather he was disengaged in view of the non-availability of the work in the branch. Further, there was direction issued by the Head Office of the Respondent authority not to engage any daily wager Workman/ temporary Worker w.e.f. 1.4.1997. Thus, such disengagement of Workman does not amount to termination. Moreover, the Workman failed to prove his claim that he was terminated in contravention of provision of Sec.25F of the I.D. Act, 1947 as he failed to establish his plea by any oral or documentary evidence that he had worked for 240 days continuously in a twelve months of calendar year just preceding from date of termination i.e., 31.3.1997.

32. Further, perusal of the order dated 25.3.1997 goes to reveal that the Chief Branch Manager, State Bank of India has issued the letter to Zonal Office with direction to all its branches to this effect that they have been advised by the DGM, Zonal Office, Hyderabad that as both the panel of temporary employees of 1989 and daily wagers/casual labour of 1992 will lapse on 31.3.1997 it has been decided by central office not to make any temporary appointments in messengerial cadre from 1.4.1997, therefore it was directed to issue suitable instructions not to make temporary appointments from 1.4.1997. There is no mention in this order that the Workman herein has been terminated from service by this order.

33. Further, the circular dated 27.3.1997 was issued by DGM, SBI to all branches in commercial network in respect of the non-appointment of temporary employees in subordinate cadre and it has directed not to make any temporary employment in the subordinate cadre with effect from 1.4.97 and further, it has directed to ensure that no temporary/casual/daily basis appointment of the petty cash. Further, it is directed to all Branch Managers that any deviation in this regard will be viewed seriously. Thus, these circulars do not reflect that the Workman has been terminated from service by this order.

34. Similarly, office order dated 31.3.1997 is simply a direction to all branches of the Respondent bank by DGM that no further daily labour should be engaged or employed. Therefore, the plea of the Workman that he has been terminated by the aforesaid order dated 25.3.1997, 27.3.1997 and 31.3.1997 from the service by the Respondent is not acceptable. The evidence adduced by the Workman clearly goes to reveal that he had worked as a daily wager for which he has been paid wages according to number of working days. As there was an order for prohibition for engaging temporary workmen, in the bank, therefore, Workman could not be engaged by the Respondent for work from 1.4.1997 and there after. It is settled law that the daily wagers are engaged by the employer depending upon the availability of work and as the work was not available the Workman was not engaged further by the Respondent management. Therefore, the Workman on the ground of number of days he had worked in the Respondent bank cannot claim any right to reinstate him into the employment. As the Workman failed to prove the mandatory condition of 240 days of continuous service as required under Sec.25F of I.D. Act, 1947. Therefore, the disengagement of Workman from work can not be termed in contravention of provision contained under Sec.25F and 25 B of the I.D. Act, 1947.

Thus, this point is answered against the Workman and in favour of Respondent.

35. **Point No.III:-** In this context, the Workman has contended that the management failed to implement the selected panels during its valid tenure. The management adopted the back door methods contrary to the settlements and filled up the vacancies. The same is evident from the proceedings dated 18.11.1993 a copy of the same is filed in the material papers and the same may be read as part of the claim statement. Further, it is submitted that management has to adhere the procedure issued by the Central Government, the instructions dated 16.8.1990 in the year 1995, but same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through employment exchange instead of giving chance to the empanelled candidates like the Workman herein. The management sent call letters to the similarly situated candidates like the Workman in the month of June 1997 subsequent to issuance of impugned termination orders. After knowing the fact that they are litigating the issue by way of dispute, the management has refused to engage those candidates, the copies of call letters issued are filed herein along with claim petition. The Workman herein reiterates that the panels are meant for absorption but not for termination. In view of the same a duty is cast upon the Respondent management to engage the empanelled candidates like the Workman herein even in temporary vacancies till they are absorbed permanently in regular vacancies.

36. On the other hand, Respondent has contended that the Federation approached Regional Labour Commissioner (Central) for implementation of bipartite settlement in respect of the absorption of temporary employees. The Regional Labour Commissioner (Central) conducted conciliation proceedings and agreement was arrived at between the Federation and the Management bank. It is submitted that it was agreed between the Federation and the Management that both the panels of temporary employees and daily wagers /casual labour would be kept alive upto March, 1997 and the vacancies as agreed to under the afore set out settlements will be filled from both the lists concurrently. A copy of the conciliation proceedings dated 9.6.1995 signed by the parties to the dispute is filed as a material paper. Further, it is submitted that the settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Section 2(p) read with Section 18(1) of the Industrial Disputes (Central) Rules 1957 which is binding on the parties. A copy of this agreement which hereinafter may be referred to as 5th settlement for brevity, is also filed as a material paper. The 5th settlement dated 30.7.1996 whereunder the earlier four settlements dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 were also referred, it was agreed to, by the Federation and the Management bank that both the panels of temporary employees and daily wagers/casual employees will be kept alive upto March, 1997 for filling the vacancies existing/arrived at as on 31.12.1994 as per the norms agreed to between the bank and Federation and that thereafter the said panels would lapse. It was also agreed that within the framework of the above settlements the modalities about drawing names from either the panel of temporary employees or the panel of daily wagers and casual labour would be decided administratively on circle to circle basis depending upon the local requirements in consultation with the Federation's affiliate by the Circle management. It was further agreed that all messenger real vacancies/positions in the subordinate cadre including part-time attendants specifically provided as leave reserve will be filled by the end of 31.3.1997. Further, Respondent contended that on 27.2.1997 a memorandum of understanding was also signed between the Federation's affiliate and the bank management regarding the fact that the exercise of identifying the messengers' vacancies as on 31.12.1994 has since been completed by central office and thereby 403 messengers' vacancies were sanctioned to the circle of the Management bank and it was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengers' staff in the usual manner and the agreement was reached upon. Further, it was agreed between the Federations affiliate and the management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers /casual employees would lapse on 31.3.1997.

37. The Workman has contended that the empanelled list prepared by the Respondent management for appointment of temporary and daily wage Workers to the permanent post cannot lapse unless until it is exhausted by appointing all the empanelled persons and it should continue even after 31.3.1997, i.e., the date fixed for the lapse of panel. It is undisputed that the date of lapse of empanelled list of Workmen has been fixed to 31.3.1997 as mentioned in the settlement dated 30.7.1996, and agreed between the parties. It is settled law that and once the life of panel list lapses on the date as agreed between the parties it cannot be extended beyond that date. In the instant case the panel list of the workmen was valid upto 31.3.1997 in view of the terms and conditions enumerated in the 5th Settlement entered into between the parties. As the lapse of panel i.e., 31.3.1997 has been agreed by State Bank of India and State Bank of India Staff Federation through 5th Settlement, the Workman is not competent to challenge the same.

In this context I would like to take reference of the decision of the apex court in the case of **Syndicate Bank and Ors vs. Shankar Paul and Ors**, AIR 1997 SC 3091, therein the Hon'ble Apex Court have held:-

"Till 1982, the branches of the appellant Bank in Calcutta region were recruiting persons locally to work as temporary attenders in leave vacancies. In view of the revised procedure prescribed by the Government of India in respect of such temporary appointments, the Calcutta regional office of the appellant Bank issued a circular to all of its branches on 14.8.1982, instructing all the branches under it to discontinue the old practice from 1.6.1982 and appoint only empanelled candidates. The regional office was to prepare a panel of eligible candidates, after calling names from the local/district employment exchange, and split it up branch-wise. Following that new procedure yearly

panels were prepared thereafter. Names of the Respondents were for the first time included in the panel prepared for the period 7.2.1987 to 6.2.1988. By its letter dated 7.2.1987 the Bank had informed the Respondents that the panel was valid for one year only and that inclusion of their names in the panel was not to confer on them any right to seek permanent appointment in the service of the bank. Considering the object with which the panel was prepared and the fact that it was an yearly panel expiring on 6.2.1988, we are of the opinion that the Respondents did not get any right, because of inclusion of their names in the said panel, for permanent absorption in the service of the Bank. Whatever conditional right they had came to an end with the expiry of the panel. The claim of the Respondents, as contained in the writ petition was thus misconceived and therefore the learned single Judge and the Division Bench, when it first decided the appeal, were right in dismissing the writ petition and the appeal respectively."

Thus, in view of the above law laid down by the Hon'ble Apex Court and in view of the terms and conditions of the 5th Settlement the contention of the Workman that empanelled list should continue even after 31.3.1997 till the last Workman in the panel is absorbed is not tenable. The contention of the Workman is baseless in view of recital in the settlement. Therefore, in view of the fore gone discussion and finding given at Point No. I regarding binding nature of Settlements and terms and conditions enumerated therein, in view of the provision contained u/s.18(1) of the I.D. Act, 1947, I am of the considered view that life of panels lapsed on 31.3.1997 in view of terms of settlement dated 30.7.1996 and plea of Workman that the panel shall continue even after 31.3.1997 till last man absorbed has no legal force and same is untenable.

38. Undisputedly, settlement agreement dated 30.7.1996 was executed between the State Bank of India and State Bank of India Staff Federation and in that settlement it was agreed that both the panels of temporary employees and daily wagers/ casual employees will be used for filling vacancies existing as on 31.12.1994 as per the norms agreed between the bank and the Federation. These empanelled workmen were to be given a chance for permanent appointment in the bank against vacancies arising up to December 1994 whereas the daily wagers/ casual employees were to be considered against the vacancies arise from January 1995 to December 1996, whereby the said panel would lapse. It was agreed that the vacancies falls upto 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus, the claim of the Workman to the post of permanent non-messenger in the Respondent management was subject to the availability of the sanctioned post and vacancies arising upto 31.3.1997. The workmen given chance to the permanent post were seniors in number of working days in panel list and Workman herein was junior to those workmen. Therefore, Workman could not be given absorption to permanent post being junior to other workmen in the panel list.

39. In this context the Workman witness WW1 was cross examined by the Respondent counsel and in the cross examination the witness WW1 states:-

"I applied for appointment as a non-messenger in response to the advertisement issued by the bank in the year 1989. Further, witness states, the panel was prepared basing upon the number of days of service put in by the temporary employees. Some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel. Further witness states, I am not having any documents to show that any of my juniors are continuing in service in the bank."

Thus, from the above statement of the Workman witness WW1 it is clear that the panel was prepared in terms of various settlements entered into between Staff Federation of State Bank of India and State Bank of India and it was prepared on the basis of number of days of work put in by the temporary employees. Further, the Workman himself admitted that some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel and he is not having any document to show that any person who worked for less number of days than the Workman was given appointment in the bank. Therefore, the allegation of the Workman that the regular appointment has been made by the bank from the panel list in breach of the terms of the settlement and violation of seniority of panel list is not proved by this evidence of WW1. Thus, there is no evidence on record that bank has given the appointment to the temporary employees as well as daily wagers from the panel list 1989 and 1992 in breach of seniority of the temporary employees in the list. There is no evidence of jumbling in the panel list to make appointment of any permanent Workman in breach of the seniority. Therefore, I am constrained to hold that the Respondent Management has appointed the workmen from panel list in order of seniority and there is no jumbling of workmen in the panel list before it got lapsed on 31.3.1997.

40. However, Workman has taken the plea that the panels of Workmen for absorption in the employment of the Respondent banks (panels of temporary employees and daily wagers) has been lapsed on 31.3.1997 in contravention of terms of settlement as the object of preparing the entire empanelment of temporary and daily wagers was to provide them permanent employment and till the both the panel lists exhausted the panel list cannot be lapsed on 31.3.1997 and the date of lapsing of the panel on 31.3.1997 has been fixed by the Respondent arbitrarily without any authority.

41. In this context, the perusal of Settlement dated 30.7.1996 reveals that the 5th Settlement dated 30.7.1996 was entered under Section 2(p) and 18(1) of I.D. Act, 1947 read with Rule 58 of Industrial Dispute (Central) Rules 1957. This settlement has been entered into by the competent parties and in this settlement parties thereto agreed that both the panels of temporary employees and daily wagers/casual employees will lapse on 31.3.1997. Thus the

date of lapse of panel was fixed by both the parties with consensus under the settlement dated 30.7.1996 and same is binding upon the Workman under the provision of Section 18(1) of I.D. Act, 1947. Moreover, this issue of binding force of the settlement dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 has already been discussed, decided at finding in Point No.I of this award. However, the legality and validity of the aforementioned settlement has not been challenged by the Workman before any competent forum. Thus, claim of Workman that the date of lapse of panel i.e., 31.3.1997 has been fixed arbitrarily by the Respondent bank is untenable. As regard the claim of Workman for his absorption to the permanent post it is settled law that the Workman can not claim his regularization to permanent post merely on the basis of number of working days.

42. In this context the reference of the decision of Hon'ble Supreme Court in the case of **Oil and Natural Gas Corporation vs Krishan Gopal 2020(3) SCALE 272, date of decision 7.2.2020** is relevant therein Hon'ble Supreme Court have laid down principle regarding regularization of the Workman on permanent posts. Hon'ble Supreme Court have laid down the prepositions of regularization of the workmen to permanent post is as under:-

“(i) Wide as they are, the powers of the Labour Court and the Industrial Court cannot extend to a direction to order regularisation, where such a direction would in the context of public employment offend the provisions contained in Article 14 of the Constitution;

(ii) The statutory power of the Labour Court or Industrial Court to grant relief to workmen including the status of permanency continues to exist in circumstances where the employer has indulged in an unfair labour practice by not filling up permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages;

(iii) The power to create permanent or sanctioned posts lies outside the judicial domain and where no posts are available, a direction to grant regularisation would be impermissible merely on the basis of the number of years of service;

(iv) Where an employer has regularised similarly situated workmen either in a scheme or otherwise, it would be open to workmen who have been deprived of the same benefit at par with the workmen who have been regularised to make a complaint before the Labour or Industrial Court, since the deprivation of the benefit would amount to a violation of Article 14; and

(v) In order to constitute an unfair labour practice under Section 2(ra) read with Item 10 of the Vth Schedule of the ID Act, the employer should be engaging workmen as badlis, temporaries or casuals, and continuing them for years, with the object of depriving them of the benefits payable to permanent workmen.

Thus, in view of the principles laid down by the Hon'ble Supreme Court as discussed above, in the instant matter the Workman utterly failed to prove his claim by adducing any documentary or oral evidence that the employer has indulged in unfair labour practice by not filling the permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performance was the same work, as regular workmen on lower wages.

43. Respondent has contended that all the vacancies exist and arise upto 31.3.1997 has been filled up from the panel list in order of seniority and no vacancy exists or arises as on 31.3.1997 remained unfilled. Further, it is contended that as per terms of settlement the life of panel lists has been lapsed on 31.3.1997, hence, there is no occasion to extend the life of panel lists beyond 31.3.1997. However, the workman failed to prove contrary by any evidence to the aforesaid contention of the Respondent that the vacancies were existing as on 31.3.1997 and the workman was not given absorption to the permanent post in order of his seniority. It is settled law that the power to create permanent or sanctioned post lies outside the judicial domain and where no posts are available, a direction to grant regularization would be impermissible merely on the basis of the number of years of service. Therefore, the claim of the workman on this ground also not acceptable.

44. Further, as per the of settlement, panel was prepared for absorption of the workmen on the permanent posts has already been lapsed on 31.3.1997 and the vacancies existing and arising upto 31.12.1994 and upto 31.3.1997 as settlement dated 30.7.1996 has been filled up from the panel by appointing the workmen as per seniority in the panel list. Workman witness WW1 in his cross examination has himself admitted this fact that, some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel. The Workman failed to show that there was any breach of terms of settlement has been committed by the Respondent in appointment to permanent post from aforesaid panel list.

45. As discussed in preceding paragraph of this Award, the life of the panel has not been extended beyond 31.3.1997, by any further settlement hence, the panel list in which name of the Workman was included got expired on 31.3.1997. It is not the case of the Workman that Respondent has regularized similarly situated workmen either in the scheme or otherwise and the Workman has been deprived of same benefit on par with those workmen or the vacancies remained unfilled on the date of lapse of panels i.e., 31.3.1997, Industrial Tribunal has no jurisdiction to extend the date of lapse of panel i.e., 31.3.1997. This Tribunal can not order for regularization of workmen to the permanent post in contravention of the provision of Article 14 of the Constitution of India.

In the case of **Mahboob Deepak vs. Nagar Panchayat Gajraula & Anr**, Civil Appeal No.5875/2007 date of judgement 13.12.2007, Hon'ble Supreme Court have held:-

"8. Respondent is a Local Authority. The terms and conditions of employment of the employees are governed by a statute and statutory rules. No appointment can be made by a Local Authority without following the provisions of the recruitment rules. Any appointment made in violation of the said rules as also the constitutional scheme of equality as contained in Articles 14 and 16 of the Constitution of India would be a nullity.

9. Due to some exigency of work, although recruitment on daily wages or on an ad hoc basis was permissible, but by reason thereof an employee cannot claim any right to be permanently absorbed in service or made permanent in absence of any statute or statutory rules. Merely because an employee has completed 240 days of work in a year preceding the date of retrenchment, the same would not mean that his services were liable to be regularized."

Therefore, in view of the law laid down by the Hon'ble Apex Court, the claim of the Workman for absorption merely on the basis of number of day of work in the Respondent bank Branch is not acceptable. As regard plea of the Workman that the Workman should have been given employment even after 31.3.1997 as temporary Workman, it is the discretion of Respondent to engage the Workman depending upon availability of work and this Tribunal can not direct the Respondent to engage the Workman in the absent of such rule/scheme.

46. In view of principle laid down by Hon'ble Apex Court as discussed above, in the instant matter Workman utterly failed to establish the fact of rendering continuous service for a period of 240 days of service within a period of 12 calendar months commencing and coming backward from relevant date i.e., the date of retrenchment, if has he would be denied to be in continuous service for a period of one year. Therefore, the provision contained under Sec.25F of retrenchment is not applicable to Workman.

Counsel for Workman has relied upon number of decisions of Hon'ble High Court and Hon'ble Supreme Court and few of them are discussed herein:-

In the case of **F.C.I., vs. Kamdhenu Cattle Feed Industries 1993 (1) SCC 71**, therein Hon'ble Supreme Court have held:-

"7. In contractual sphere as in all other State actions, the State and all its instrumentalities have to conform to Article 14 of the Constitution of which non-arbitrariness is a significant facet. There is no unfettered discretion in public law: A public authority possesses powers only to use them for public good. This impose the duty to act fairly and to adopt a procedure which is 'fairplay in action'. Due observance of this obligation as a part of good administration raises a reasonable or legitimate expectation in every citizen to be treated fairly in his interaction with the State and its instrumentalities, with this element forming a necessary component of the decision making process in all State actions. To satisfy this requirement of non- arbitrariness in a State action, it is, therefore, necessary to consider and give due weight to the reasonable or legitimate expectations of the persons likely to be affected by the decision or else that unfairness in the exercise of the power may amount to an abuse or excess of power apart from affecting the bona fides of the decision in a given case. The decision so made would be exposed to challenge on the ground of arbitrariness. Rule of law does not completely eliminate discretion in the exercise of power, as it is unrealistic, but providers for control of its exercise by judicial review."

In the case of **State Bank of India, R.O., Vijayawada vs. Industrial Tribunal, Hyderabad WP No.193/1997**, therein Hon'ble High Court have held,

"Sri Krovvidi Narasimham, the learned counsel for the 2nd respondent contends, supporting the award that it was a permanent vacancy and even though the 2nd respondent was appointed on temporary basis, his services were not liable to be terminated and he was to be regularised into service on permanent basis. Shastri award warrants that no temporary appointment can be made to a permanent post. But the matter is now covered by two division bench judgements dated 28.11.1986 in W.A. No.791 of 1986 and 25.8.1987 in W.A. No.270 of 1982. The ratio decided in the two judgements is to the effect that there cannot be any mandate to appoint employees on permanent basis when the requirement was for appointment on temporary basis. But it is held in the said judgements that when a temporary appointee is ousted from service and not for misconduct and, if again temporary appointment is to be made, then, the case of such temporary appointee who was ousted, has got to be considered in accordance with Sec. 25-H of the Act."

In the case of **State of Haryana and others vs. Piara Singh and others. 1992 (4) SCC 118**, therein Hon'ble Supreme Court have held:-

" 49. If for any reason an adhoc or temporary employee is continued for a fairly long spell, the authorities must consider his case for regularization provided he is eligible and qualified according to the rules and his service record is satisfactory and his appointment does not run counter to the reservation policy of the state."

In the above cited judgements by the Workman the facts of the case are different hence do not apply to instant case of Workman.

47. On the other hand, in support of his contention Respondent has examined witness MW1 and MW1 in chief examination states that, Settlements i.e., on 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 were entered into between the SBI and SBI Staff Federation for filling up of the vacancies that arise up to 1994 for those temporary employees who has worked on scale wages. Further, MW1 states that two different panels for messengers and non-messengers as per the eligibility criteria prescribed by the bank. There are four modules in Andhra Pradesh and they are Hyderabad, Tirupathi, Vijayawada and Visakhapatnam. MW1 states that the temporary employees so empanelled were given permanent absorption depending upon the vacancies so arise strictly in terms of the settlement. MW1 states that on 9.6.1995 conciliation proceeding was held before the RLC(C), Hyderabad and in said proceedings it was decided that the panels will be kept live up to 31.3.1997 and vacancies will be filled from both the lists concurrently. A copy of the said minutes of proceedings is Ex.M5. Further, MW1 states that on 30.7.1996 another settlement was entered between the SBI and All India SBI Staff Federation providing for filling up of the vacancies arising up to December 1994 in respect of subordinate cadre and daily wage /casual wage employees out of panel so prepared were to be considered against vacancies arising from January 1995 to December 1996, thereafter the said panels lapse. MW1 states that it was also agreed that all the non- messenger positions in subordinate cadre including part time attendants specially provided as leave reserve will be filled before 31.3.1997 and as regards to non-messengerial positions it is agreed that all such posts sanctioned and fallen vacant up to 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus in both the cases empanelled list were lapsed on 1.4.1997. Ex.M6 is the copy of the settlement dated 30.7.1996. Further, witness states that on 27.2.1997 a memorandum of understanding was reached between the SBI and SBI Staff Federation providing that both the panels above mentioned will lapse on 31.3.1997. Ex.M7 is the copy of the memorandum of understanding and Ex.M8 is the copy of the statements giving the particulars of 1989 non-messenger panel, Ex.M9 is the copy of the statement of 1989 non-messenger panel, Ex.M10 is the copy of statement of 1992 panel. Further, witness states that petitioner was included in the 1989 panel. As the existing vacancies at that time were exhausted and his turn did not come he could not be given permanent employment in the bank as per the agreements. All the appointments were made strictly in accordance with the settlements reached from time to time between SBI and SBI staff federation and as per seniority, number of days of temporary service put in by them in the bank in the given period. Further, MW1 states petitioner was not sponsored by any employment exchange he did not undergo the regular process of selection required for appointment as a regular non-messenger the petitioner has not worked for 240 days in any year in his entire temporary service in the bank. The petitioner and other temporary employees were terminated from service by the bank. Further, MW1 states that the vacancies were filled up on regular basis with the temporary employees from the panels and these panels were expired in terms of the settlements so reached and there were no vacancies to absorb such employees. Thus, witness MW1 has proved the documents Ex.M1 to Ex.M12 and also contentions made in the counter. However, MW1 was cross examined by the Petitioner Counsel. But nothing has been elicited in his cross examination so as to discredit the testimony of the witness MW1 as regards the date of lapse of both the panels on 31.3.1997 and reasons assigned for non-absorption of the Petitioner from the panel list to the permanent post. Moreover the witness MW1 was re-examined by the Respondent and the witness MW1 states that panels were expired in terms of the settlement send absorptions to the extent of the available vacancies were made. There was no termination of any temporary messenger as such but their services were not utilized after the cut off date as the available vacancies were already filled up and most of these Petitioners were not in the service of the bank as on the date of the expiry date of the panels. Therefore, in view of the aforesaid testimony of the MW1 in re-examination in the absence of cross examination remained uncontraverted, the claim of the Workman that he was entitled for absorption in permanent post in the branch of Respondent Management on the basis of panel list is found not established.

This point is answered against the Workman.

48. **Point No.IV:-** In view of the discussion and finding given at Point Nos. I, II and III, the Workman is not entitled for any relief and claim statement of Workman sans merit and liable to be dismissed.

This Point is answered accordingly.

ORDER

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri T. Ramesh, Ex. Messenger by way of oral orders w.e.f. 31.3.1997 is justified. Hence, the Petitioner is not entitled for any relief as prayed for. The claim statement filed by Workman sans merit, hence, dismissed. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 15th day of April, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Petitioner

WW1: Sri T. Ramesh

Witnesses examined for the

Respondent

MW1: Sri Rupakula Prakash Babu

Documents marked for the Petitioner

Ex.W1: Photocopy of appointment order dt.22.12.87

Ex.W2: Photocopy of Service certificate dt. 22.12.1989

Ex.W3: Photocopy of service certificate

Documents marked for the Respondent

Ex.M1: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.17.11.87

Ex.M2: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.16.7.88

Ex.M3: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.27.10.1988

Ex.M4: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.9.1.1991

Ex.M5: Photocopy of conciliation proceedings before the Regional Labour Commissioner(C) dt.9.6.1995

Ex.M6: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.30.7.1996

Ex.M7: Photocopy of Memorandum of understanding dt. 27.1.1997

Ex.M8: Photocopy of statements giving the particulars of 1989 messenger panel.

Ex.M9: Photocopy of statement of 1989 Non-messenger panel

Ex.M10: Photocopy of statement of 1992 panel

Ex.M11: Photocopy of order of Hon'ble High Court in WA No.86/98 dt. 1.5.98

Ex.M12: Photocopy of order in SLP No.11886-11888 of 1998 dated 10.8.98

नई दिल्ली, 30 अप्रैल, 2025

का.आ. 720.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नैशनल बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़- I** के पंचाट (32/2024) प्रकाशित करती है।

[सं. एल – 39025/01/2025- आई आर (बी- II)-07]

सलोनी, उप निदेशक

New Delhi, the 30th April, 2025

S.O. 720.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 32/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I* as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen.

[No. L-39025/01/2025- IR(B-II)-07]

SALONI, Dy. Director

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.****Present: Sh. Brajesh Kumar Gautam, Presiding Officer, Chandigarh.**

ID No. 32/2024

Registered On:-13.01.2025

Sandeep Kumar, R/o Indira Colony, Shastri Nagar, Ward No.1, Narwana, Jind, Haryana.

.....Workman

Versus

Punjab National Bank, Narwana, Jind, Haryana-126116.

.....Management

ORDER

Passed On:-07.04.2025

1. Present ID Case has been registered on the basis of communication through Samadhan Portal. After registration of the case, notice was sent to workman. But notice under registered cover returned undelivered for reason, address incomplete.
2. Since the workman did not appear before this Court for filing his claim statement, it is useless to keep this proceeding pending. Therefore, the proceeding is dismissed for non-prosecution.
3. File after completion be consigned to the record room.

B. K. GAUTAM, Presiding Officer

नई दिल्ली, 30 अप्रैल, 2025

का.आ. 721.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केन्द्रीय लोक निर्माण विभाग के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 2 दिल्ली के पंचाट (222/2021) प्रकाशित करती है।

[सं. एल – 12025/01/2025- आई आर (बी-I)-56]

सलोनी, उप निदेशक

New Delhi, the 30th April, 2025

S.O. 721.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.222/2021) of the *Cent.Govt.Indus. Tribunal-cum-Labour Court No -II Delhi* as shown in the Annexure, in the industrial dispute between the management of Central Public Work Department and their workmen.

[No. L-12025/01/2025- IR(B-I)-56]

SALONI, Dy. Director

ANNEXURE

BEFORE HONB'LE PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM-LABOUR COURT NO-II, ROUSE AVENUE DISTRICT COURT COMPLEX, I.T.O., NEW DELHI-110002.

I.D. No.222/2021

Sh. Rautan Singh,

Through— The President Sh. Hukum Chand,
CPWD Karamchhari Union, Babu Lal Ji Complex,
Shop No-04, Gurgaon Road, Opposite Bus Stand,
Gurgaon Haryana-122001.

...Applicant/Claimant

VERSUS

1. The Director General,

Central Public Work Department,

Nirman Bhawan, New Delhi-110001.

2. **Chief Engineer, Work Cum T.L.Q. (A),**

O/o Special Director of general Project & Chandigarh CPWD,
Kendriya Sadan Chandigarh 160009,

3. Pay & Account Officer, P.A.O.

12-M, AGCR Building, Indraprastha, New Delhi-110002.

4. Engineer-in-Chief (P.W.D.),

Public Work Department, 12th Floor,
MSO Building, New Delhi-110002.

5. Executive Engineer (PWD),

Division No. , South Building (M), PWD,
PTS Malviya Nagar, New Delhi-110017.

...Managements/Respondents

AWARD DATED : 03.12.2024

Item No. 45

I.D. No. 222/2021

03rd, December, 2024

Sh. Hukum Chand, Ld. AR with the claimant.

None for the managements.

A letter has been received from Sh. Hukum Chand through post where it has been mentioned that he had made complaint to the Regional Labour Commissioner to correct the certificate issued U/s 2A and made the reference accordingly. Along with this letter, he had also enclosed the copy of the claim filed by him to the Labour Commissioner.

I have heard the claimant as well as his AR Sh. Hukum Chand. The presence of Sh. Hukum Chand is necessitated because of the fact that on 21.11.2024, this Tribunal had noticed that claim has been filed U/s 2-A of the **Industrial Disputes Act, 1947 (hereinafter referred as an Act)** which deals with termination, discharge or dismissal of service. The claim filed by the claimant does not mention anything regarding retrenchment, discharge or dismissal of service.

The claimant in his claim statement had stated that he had joined the employment at Sub-Division-IV of the management w.e.f. 07.08.1985 as Enquiry Clerk vide must-roll no. 117/65/85-86 and he was treated as a daily rated/casual/must roll worker and being wages as fixed and revised from time to time under the Minimum Wages Act by the appropriate government while their counterparts and to the identical work and the work of the same value but who was being treated as regular employees and were paid salary in proper scale. He was working against the vacant post and discharging his service with the utmost faith and having unblemished and uninterrupted record of service to their credit. He has made prayer that award be passed in favour of the workman holding therein that the workman concerned are entitled to be regularized in the services with retrospective effect from their initial date of joining.

Before proceeding further, text of Section 2-A of the Act is required to be reproduced herein:

[2A. Dismissal, etc. of an individual workman to be deemed to be an industrial dispute

[(1)] Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute.]

[(2)] Notwithstanding anything contained in section 10, any such workman as is specified in sub-section (1) may, make an application direct to the Labour Court or Tribunal for adjudication of the dispute referred to therein after the expiry of forty-five days from the date he has made the application to the Conciliation Officer of the appropriate Government for conciliation of the dispute, and in receipt of such application the Labour Court or Tribunal shall have powers and jurisdiction to adjudicate upon the dispute, as if it were a dispute referred to it by the appropriate Government in accordance with the provisions of this Act and all the provisions of this Act shall apply in relation to such adjudication as they apply in relation to an industrial dispute referred to it by the appropriate Government.

(3) The application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in sub-section (1)].

A perusal of the aforesaid section would go to show that a dispute connected with or arising out of discharge, dismissal, retrenchment or otherwise termination of services of the workman can be directly agitated by workman U/s 2-A of the act and it is not necessary that such disputes should be sponsored by the trade union or a substantial number of workmen. However, what is required is that workman who has been discharged, dismissed, retrenched or

terminated as specified in sub-section (1) of section 2-A can make an application directly to Labour Court or Tribunal for adjudication of his individual dispute after expiry of 45 days from the date he has made an application to conciliation officer of appropriate government for conciliation of dispute. Sub-section 3 of section 2-A lay down the time limit for making such application to Labour Court or the tribunal. It provides that such application to Labour Court or tribunal shall be made before expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of services as specified in sub-section-1. This right is available to the workman without any effect upon remedy available in section 10 of the Act.

Observation

The facts of the present dispute does not fall within the definition of U/s 2A of the Act, which deals exclusively with retrenchment, discharge & dismissal.

Order/Award

Considering the above facts on record, claim stands dismissed. Award is passed accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the ID act 1947. Further in future, if, any reference has been received in respect of the party concern, this file be attached with them. Ordered accordingly.

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 30 अप्रैल, 2025

का.आ. 722.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई- 2 के पंचाट (05/2024) प्रकाशित करती है।

[सं. एल – 39025/01/2025- आई आर (बी-II)-08]

सलोनी, उप निदेशक

New Delhi, the 30th April, 2025

S.O. 722.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 05/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Mumbai -2* as shown in the Annexure, in the industrial dispute between the management of Canara Bank and their workmen.

[No. L-39025/01/2025- IR(B-II)-08]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

SHRIKANT K. DESHPANDE

Presiding Officer

REFERENCE NO. CGIT-2/05 of 2024

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

M/s. CANARA BANK.

Pune,

Pune,

Maharashtra – 411 030.

AND

THEIR WORKMEN.

(Mrs. MAYA SIRSAT)

President C/o. Canara Bank Staff Union,

Akashdeep, 800 Sadashiv Peth,

Pune,

Maharashtra – 411 030.

APPEARANCES:

Party No. 1 : Mr. Alva.
Advocate

Party No. 2 : Mr. Prashant Kadam.
Representative

AWARD

(Delivered on 20-03-2025)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, Dy. CLC (C), Mumbai, order No. RLCP/7(99)/2022 (Dispute I.D.- 300021144) dated 28.12.2023. The terms of reference given in the schedule are as follows:

‘Whether the action of the Management of Canara Bank, Pune in terminating the services of workwoman Mrs. Maya Masa Sirsat with effect from 14.11.2022 is legal & justified? If not, to what relief the concerned the workwoman is entitled to?’

In the present Reference, the second party union has not filed statement of claim, however submitted pursis under the signature of President Canara Bank Staff Union and thereby informed that, the second party workman Smt. Maya Sirsat in this matter is on job and her case for regularization is part of another matter Reference CGIT-2/46/2024, therefore the second party is not pursuing the matter further and requested for appropriate order.

In view of this, the Reference is disposed off for want of prosecution. No order as to cost. The proceeding is closed.

Hence, I pass the following order-

ORDER

- i. The Reference is answered in the negative.
- ii. The Second Party is not entitled for relief as prayed.
- iii. No order as to costs.
- iv. The copy of Award be sent to the Government.

Date: 20-03-2025

SHRIKANT K. DESHPANDE, Presiding Officer

नई दिल्ली, 30 अप्रैल, 2025

का.आ. 723.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जवाहरलाल नेहरू पोर्ट ट्रस्ट के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई- 2 के पंचाट (11/2022) प्रकाशित करती है।

[सं. एल -31011/01/2022-आईआर(बी-II)]

सलोनी, उप निदेशक

New Delhi, the 30th April, 2025

S.O. 723.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 11/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Mumbai -2* as shown in the Annexure, in the industrial dispute between the management of Jawaharlal Nehru Port Trust and their workmen.

[No. L-31011/01/2022- IR(B-II)]

SALONI, Dy. Director

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI
PRESENT

SHRIKANT K. DESHPANDE

Presiding Officer

REFERENCE NO. CGIT-2/11 of 2022

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

1.JAWAHARLAL NEHRU PORT TRUST.

The Chairman,
Jawaharlal Nehru Port Trust,
Administrative Building, Sheva,
Navi Mumbai 400 707.

2. M/s. GATEWAY TERMINAL INDIA PVT. LTD.

The Chief Executive Officer,
M/s. Gateway Terminal India Private Limited,
GTI House, JNPT,
Uran 400 707.

3. M/s. FUTURZ STAFFING SOLUTIONS PVT. LTD.

The Director,
M/s. Futurz Staffing Solutions Pvt. Ltd.,
Unit-GTI-JNPT, 8th Floor, 826, B/h,
Goregaon Sports Club, Mindspace, Malad (W),
Mumbai 400 064.

AND

THEIR WORKMEN.

(NEW MARITIME GENERAL KAMGAR SANGHATANA)

The Working President,
New Maritime General Kamgar Sanghatana,
13/14, Royal Residency, Plot No.281,
Visharli Naka, Above Kanak Automobiles,
Panvel 410 206.

APPEARANCES:

First Party No. 1	:	Mr. L.L. D'Souza
		Advocate.
First Party No. 2	:	No appearance.
First Party No. 3	:	Mr. Y.D. Kale
		Representative.
Party No. 2	:	No appearance.

AWARD

(Delivered on 20-03-2025)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L-31011/01/2022 (IR(B-II)) dated 25.04.2022 (Dispute ID: 300011622) dated 31.12.2020. The terms of reference given in the schedule are as follows:

Whether the demand of Union i.e., New Maritime & General Kamgar Sanghatana (NMGKS) for the introduction of manning scales for the contract workers engaged through the contractor, M/s. Futurz Staffing Solutions Pvt. Ltd., Mumbai under M/s. Gateway Terminals India Private Limited at APM terminal in M/s. Jawaharlal Nehru Port Trust (including their PPP/Private Ports/Lease holder ports), rationalizing the wage structure, demand for \$1000/- COVID relief and wage revision is proper, legal and justified? If yes, what relief they are entitled to?

2. The Reference is very old, in the present Reference, the second party is absent since long. In spite of receipt of notice, none present for the second party union. No statement of claim has been filed by the second party union till this date. Whereas the first party submitted an application titled as written statement along with copy of memorandum of settlement before the Tribunal and Mr. L.L. D'Souza advocate for the first party submitted that, all issues are now settled in the memorandum of settlement therefore prayed for disposal of Reference.

In view of this, the Reference is disposed off as settled. No order as to cost. The proceeding is closed.

Hence, I pass the following order-

ORDER

- i. The Reference is answered in the negative.
- ii. The Second Party is not entitled for relief as prayed.
- iii. No order as to costs.
- iv. The copy of Award be sent to the Government.

Date: 20-03-2025

SHRIKANT K. DESHPANDE, Presiding Officer

नई दिल्ली, 30 अप्रैल, 2025

का.आ. 724.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जवाहरलाल नेहरू पोर्ट ट्रस्ट के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई- 2 के पंचाट (12/2022) प्रकाशित करती है।

[सं. एल -31011/02/2022-आईआर(बी-II)]

सलोनी, उप निदेशक

New Delhi, the 30th April, 2025

S.O. 724.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 12/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Mumbai -2* as shown in the Annexure, in the industrial dispute between the management of Jawaharlal Nehru Port Trust and their workmen.

[No. L-31011/02/2022- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

SHRIKANT K. DESHPANDE

Presiding Officer

REFERENCE NO. CGIT-2/12 of 2022

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

1. M/s. FUTURZ STAFFING SOLUTIONS PVT. LTD.

The Director,

M/s. Futurz Staffing Solutions Pvt. Ltd.,

Unit-GTI-JNPT, 8th Floor, 826, B/h,

Goregaon Sports Club, Mindspace, Malad (W),

Mumbai 400 064.

2. M/s. APM TERMINAL INDIA PVT. LTD.

The General Manager,
M/s. APM Terminal India Private Limited,
CFS Division, Plot No.100, Block No.5, Sector-2,
Dronagiri, Warehousing Complex,
Navi Mumbai - 400 707.

AND

THEIR WORKMEN.**(NEW MARITIME GENERAL KAMGAR SANGHATANA)**

The Working President,
New Maritime General Kamgar Sanghatana,
13/14, Royal Residency, Plot No.281,
Visharli Naka, Above Kanak Automobiles,
Panvel 410 206.

APPEARANCES:

First Party No. 1 : Mr. Y.D. Kale
Representative
First Party No. 2 : No appearance.
Party No. 2 : No appearance.

AWARD

(Delivered on 21-03-2025)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L-31011/02/2022 (IR(B-II)) dated 05.05.2022 (Dispute ID: 300011878). The terms of reference given in the schedule are as follows:

- i) *Whether the action of Management-APMT old CFS through their contractor(s) of having stopped paying increase in VDA from October, 2020 and stopped granting annual increment @ 5% of the basic pay with effect from January, 2020 and on the top of it offering monetary benefits to the 'Break-away union/group' is legal and just? If not, whether it is tantamount to be termed as Unfair Labour Practices? If yes, what relief the workmen are entitled to?*
- ii) *Whether the contract workers of APMT old CFS working under the contractors of AMPT are eligible for the \$1000/- COVID benefit at par with the global pay out by the parent arm of APMT (AP Moller Mersk)?*

2. The Second Party is absent when called repeatedly. The matter is old, still statement of claim not filed yet. On perusal of the case papers, it reveals that, the First Party placed memorandum of settlement alongwith so called written statement and thereby informed that, all issues are settled as per memorandum of settlement dated 13.04.2022 and requested for disposal of Reference.

In view of this, and in the light of long absence of the Second Party, the Reference is disposed off as settled. No order as to cost. The proceeding is closed.

Hence, I pass the following order-

ORDER

- i. The Reference is answered in the negative.
- ii. The Second Party is not entitled for relief as prayed.
- iii. No order as to costs.
- iv. The copy of Award be sent to the Government.

Date: 21-03-2025

SHRIKANT K. DESHPANDE, Presiding Officer